

In Re:  
David R Byland  
and Mary L Byland,

Debtors,

Case No. 04-50808

Chapter 7 Case

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**NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY**

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TO: Debtor(s) and other entities specified in Local Rule 9013-3.

1. Teacher Federal Credit Union moves the Court for the relief requested below and gives notice of hearing.
  2. The Court will hold a hearing on this motion on September 8, 2004 at 10:30 AM o'clock, in Courtroom No. 2, at the United States Courthouse, 515 West First Street, Duluth, MN.
  3. Any response to this motion must be filed and delivered not later than September 2, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than August 27, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.
  4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on July 15, 2004. The case is now pending in this court.
  5. This motion arises under 11 U.S.C. §362(d) and Fed. R. Bankr. P. 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3, and 9017-1.
- Movant seeks relief from the automatic stay in §362(a) to foreclose its lien against the

2003 Chrysler Town & Country Wagon, VIN 2C4GP24R83R338996  
2000 Dodge Ram 1500 Quad Cab 4WD, VIN 3B7HF13Z0YG134676  
2002 Wildwood BHSS Travel Trailer, VIN 4X4TWDM212B041107

2001 Monark King 170DC 17 foot Boat, HIN MNX60967A101  
2001 Mercury O/B motor, SN B125HSP0T340692  
2002 EZLD Trailer, VIN 1ZERAPKB52A011498

collectively the collateral, and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule 4001(a)(3).

6. Movant requests relief from the stay for cause under §362(d)(1). Debtors are delinquent under the terms of the original contract with Movant. Movant requests relief under §362(d)(2). The Debtors have no equity in the collateral, and the collateral is not necessary to an effective reorganization.
7. Movant gives notice that it may, if necessary, call Melissa Barglof-Johnson, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the property promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

**WHEREFORE**, Teacher Federal Credit Union moves the Court for an order modifying the automatic stay of §362(a) and such other relief as may be just and equitable.

Dated: July 26, 2004

**STEWART, ZLIMEN & JUNGERS, LTD.**

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

85607 L3

MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
 DRIVER & VEHICLE SERVICES DIVISION  
 445 MINNESOTA ST., ST. PAUL, MN 55101  
 CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

First Class  
 U.S. Postage  
**PAID**  
 Permit No. 171  
 St. Paul, MN

BYLAND MARY LENORE OR  
 BYLAND DAVID RUSSELL  
 324 3RD AVE NE  
 ST CLOUD MN 56304

\*

LWM118

1ST SECURED PARTY

**LIEN HOLDER**

03 Year	CHRY Make	SVTWC Model	G3090R453 Title NFL
2C4GP24R83R338996 VIN		09/22/03 Security Date	NO Rebuilt

**RETAIN THIS DOCUMENT** - See reverse  
 side of this form for removing this lien.

TEACHER FED CR UN  
 6500 OLSON MEM HWY  
 MINNEAPOLIS MN 55427-4949

EXHIBIT A  
 (7 pages)

85607 45  
MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER & VEHICLE SERVICES DIVISION  
445 MINNESOTA ST ST PAUL, MN 55101  
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

BYLAND DAVID RUSSELL OR  
BYLAND MARY LENORE  
324 3RD AVE NE  
ST CLOUD MN 56304

00 Year	DODG Make	4CRPC Model	W3040R101 Title NR.
3B7HF13Z0YG134676 VIN		10/03/03 Security Date	NO Rebuilt

RETAIN THIS DOCUMENT - See reverse  
side of this form for removing this lien

First Class  
US Postage  
**PAID**  
Permit No 171  
St Paul MN

EBL189

1ST SECURED PARTY

**LIEN HOLDER**

TEACHER FEDERAL CR UN  
6500 OLSON MEMORIAL HWY  
MINNEAPOLIS MN 55427-4949

MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER & VEHICLE SERVICES DIVISION  
445 MINNESOTA ST., ST. PAUL, MN 55101  
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

85607 L13

First Class  
U.S. Postage  
**PAID**  
Permit No. 171  
St. Paul, MN

BYLAND MARY LENORE OR  
BYLAND DAVID RUSSELL  
324 3RD AVE NE  
ST CLOUD MN 56304

RT55119

02 Year	WILD Make	TRTRV Model	W3230R060 Title NR
4X4TWD212B041107 VIN		10/03/03 Security Date	NO Rebuilt

1ST SECURED PARTY

**LIEN HOLDER**

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TEACHER FEDERAL CR UN  
6500 OLSON MEMORIAL HWY  
MINNEAPOLIS MN 55427-4949

STATE OF MINNESOTA  
CERTIFICATE OF TITLE  
TO A WATERCRAFT

85607 L13.1

THIS TITLE IS PRIMA FACIE PROOF OF OWNERSHIP.  
KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

HULL IDENTIFICATION NO. MNX60967AT01		MAKE MONARK	YEAR 2001	LENGTH 17 FT 4 IN	MODEL KING 170DC
TITLE NO. LC2970015	NEW OR USED	IF NEW, DATE OF FIRST SALE	FOR CENTRAL OFFICE USE ONLY		
DATE ISSUED 10/31/2003	HULL TYPE OPEN MBOAT	HULL MATERIAL ALUMINUM		REGISTRATION NUMBER 9813 JJ	
1 (WE) FURTHER CERTIFY THAT THIS WATERCRAFT IS FREE FROM ALL SECURITY INTERESTS, WARRANT TITLE & ASSIGN THE WATERCRAFT & REGISTRATION FEE PAID TO					
X SELLER'S SIGNATURE		X SELLER'S SIGNATURE			
PRINT BUYER'S NAME		DATE OF SALE			
IF SECURED PARTY LISTED OWNER(S) APPEAR HERE: DAVID RUSSELL BYLAND MARY LENORE BYLAND 324 3RD AVENUE ST CLOUD MN 56304		ANY ADDITIONAL LIENS		FIRST SECURED PARTY (IF NONE, OWNERS) TEACHER FED CREDIT UNION 6500 OLSON MEMORIAL HWY MINNEAPOLIS MN 55427 Loan Date 2003-10-03	
CONTROL NO. 426400		AUTHORIZED SIGNATURES X		FIRST SECURED PARTY'S INTEREST RELEASED BY	

85607 CB.1

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
11387474

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

TEACHER FEDERAL CREDIT UNION  
6500 OLSON MEMORIAL HIGHWAY  
MINNEAPOLIS, MN 55427

Filing NO: 20039073121

Filing Date: 2003/10/14

Filing Time: 10:51 AM

State of Minnesota

Processing Office: Secretary of State

Filed by: patje01

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR 1b. INDIVIDUAL'S LAST NAME

Byland

FIRST NAME

Mary

MIDDLE NAME

Lenore

SUFFIX

1c. MAILING ADDRESS

324 3rd Ave NE

CITY

St Cloud

STATE

MN

POSTAL CODE

56304

COUNTRY

1d. TAX ID #: SSN OR EIN  
475804333 \*ADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

Byland

FIRST NAME

David

MIDDLE NAME

Russell

SUFFIX

2c. MAILING ADDRESS

324 3rd Ave NE

CITY

St Cloud

STATE

MN

POSTAL CODE

56304

COUNTRY

2d. TAX ID #: SSN OR EIN  
473063984 \*ADD'L INFO RE  
ORGANIZATION  
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Teacher Federal Credit Union

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

6500 Olson Memorial Highway

CITY

Minneapolis

STATE

MN

POSTAL CODE

55427

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

2001 Mercury0 B125HSP0T340692

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOB	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Agent Address:	7. Check to REQUEST SEARCH REPORT(s) on past(s) ADDITIONAL FEE:		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/28/98)

\* An Individual's social security number is not required to be placed on the form in Wisconsin (See Instructions)

85607 213.1

Uniform Commercial Code  
180 State Office Building  
100 Rev. Dr. Martin Luther King Jr. Blvd.  
Saint Paul, MN 55155



Mary Kiffmeyer  
Secretary of State

## Minnesota Central Filing System

### UCC Filing Acknowledgement

October 14, 2003

Page 1 of 1

TEACHER FEDERAL CREDIT UNION  
6500 OLSON MEMORIAL HWY  
MINNEAPOLIS MN 55427

The Minnesota Central Filing System has received and filed your document. The information below reflects the data that was indexed in our system. Please review the information for accuracy. If you find a potential error, please notify the appropriate filing office.

Client Account Number: 11387474

Batch Number: 657306

Filing Type: UCC Financing Stmt.

Original Filing Number: 20039073121

Filed Date: 10/14/2003

Filed Time: 10:51 a.m.

Lapse Date: 10/14/2008

**Party Type****Party Name and Address**

Debtor

BYLAND MARY LENORE  
SAINT CLOUD MN

Debtor

BYLAND DAVID RUSSELL  
SAINT CLOUD MN

Secured Party

TEACHER FEDERAL CREDIT UNION  
MINNEAPOLIS MN

Filing by the Minnesota Central Filing System is not conclusive proof that all conditions for securing priority have been met. Ensuring that accurate information is on the document to be filed is the responsibility of the filing party. If the filing is challenged, the filing office does not guarantee that the filing is legally sufficient to secure priority under UCC Article 9 and expressly disclaims any liability for failure of the filing party to secure priority resulting from the information contained in the filed document, or the lack of information on the filed document.

User ID: patjc01

County ID: 88

Come visit us on the internet at <http://www.sos.state.mn.us/>

(651) 296-2803

FAX (651) 215-1009

TTY (800) 627-3529



MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER & VEHICLE SERVICES DIVISION  
445 MINNESOTA ST., ST. PAUL, MN 55101

CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

BYLAND DAVID RUSSELL OR  
BYLAND MARY LENORE  
324 3RD AVE NE  
ST CLOUD MN 56304

85607 L13.1

First Class  
U.S. Postage  
**PAID**  
Permit No. 171  
St. Paul, MN

\*

AABM928

02 Year	EZLD Make	TR Model	W3230R059 Title NR
1ZERAPKB52A011498 VIN		10/03/03 Security Date	NO Rebuilt

1ST SECURED PARTY

**LIEN HOLDER**

**RETAIN THIS DOCUMENT** - See reverse  
side of this form for removing this lien.

TEACHER FEDERAL CR UN  
6500 OLSON MEMORIAL HWY  
MINNEAPOLIS MN 55427-4949

<b>RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT</b>	<b>Seller</b> MCKAY'S FAMILY DODGE, INC. 2020 DIVISION STREET WAITE PARK MN 56387	<b>Buyer</b> MARY LENORE BYLAND DAVID RUSSELL BYLAND 324 3RD AVE NE ST CLOUD MN 56304
	"We" and "us" mean the Seller above, its successors and assigns.	"You" and "your" mean each Buyer above, and guarantor, jointly and individually.

**WARRANTY:** You agree to purchase from us, over time, the Motor Vehicle (Vehicle) and services described below. Your purchase is subject to the terms and conditions of this contract and security agreement (Contract). The Vehicle is sold in its present condition, together with the usual accessories and attachments.

**Description of** Year **2003** VIN **2C4GP24R83R338996** Other:  
**Motor Vehicle** Make **CHRYSLER** Lic. No./Year  
**Purchased** Model **TOWN/COUNTRY** ☒ New ☐ Used

**Description of**  
**Trade-In** **2000 DODGE CARAVAN 2B4GP2439YR543064**

**SECURITY:** To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessories, attachments, accessories, and equipment placed in or on the Vehicle, together called Property, and proceeds of the Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

**PROMISE TO PAY AND PAYMENT TERMS:** You promise to pay us the principal amount of \$ 25418.10, plus finance charges accruing on the unpaid balance at the rate of 6.50 % per year from today's date until paid in full. Finance charges accrue on 365 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in

the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

**LOAN ADMINISTRATION FEE:** You agree to pay an additional, nonrefundable loan administration fee of \$25.00 that will be ☐ paid in cash. ☐ paid pro rata over the contract term. ☐ withheld from the proceeds (if this fee is withheld from the proceeds, the amount is included in the principal sum).

**DOWN PAYMENT:** You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED. ☐ You agree to make deferred payments as part of the cash down payment as reflected in our Payment Schedule.

### TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
6.50 %	\$ 5361.90	\$ 25418.10	\$ 30780.00	\$ 4290.00 \$ 35070.00

**Payment Schedule:** Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
72	427.50	MONTHLY, BEGINNING: OCTOBER 25th, 2003

**Security:** You are giving a security interest in the Motor Vehicle purchased.

**Late Charge:** If a payment is more than 15 days late, you will be charged \$15.00. ☒ This amount may increase so as to always be the highest amount allowed by law under Minn. Stat. § 47.59.

**Prepayment:** If you pay off this Contract early, you will not have to pay a penalty.

☐ If you pay off this Contract early, you will not be entitled to a refund of part of the loan administration fee.

**Contract Provisions:** You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

**CREDIT INSURANCE:** Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

**Credit Life:** Insured ☐ Single ☐ Joint Prem. \$ N/A Term N/A

**Credit Disability:** Insured ☐ Single ☐ Joint Prem. \$ N/A Term N/A

### ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (incl. sales tax of \$ <u>1039.35</u> )	\$ <u>28439.35</u>
Service Contract, Paid to: <u>AUTOGUARD</u>	\$ <u>899.00</u>
<b>Cash Price</b>	\$ <u>29338.35</u>
Manufacturer's Rebate	\$ <u>4000.00</u>
Cash Down Payment	\$ <u>420.00</u>
Deferred Down Payment	\$ <u>N/A</u>
a. Total Cash/Rebate Down	\$ <u>4420.00</u>
b. Trade-In Allowance	\$ <u>7410.00</u>
c. Less: Amount owing	\$ <u>7540.00</u>
Paid to: <u>DAIMLERCHRYSLER LLC</u>	
d. Net Trade-In (b. minus c.)	\$ <u>-130.00</u>
e. Net Cash/Trade-In (a. plus d.)	\$ <u>4290.00</u>

*EXHIBIT B (20 pages)*

Your signature below means you want (only) the insurance coverage(s)

repayment. If you pay on this Contract early, you will not have to pay a penalty.

☐ If you pay off this Contract early, you will not be entitled to a refund of part of the loan administration fee.

**Contract Provisions:** You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

**CREDIT INSURANCE:** Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

**Credit Life:** Insured

☐ Single ☐ Joint Prem. \$ N/A Term N/A

**Credit Disability:** Insured

☐ Single ☐ Joint Prem. \$ N/A Term N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

Buyer d/o/b Buyer d/o/b

**PROPERTY INSURANCE:** You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ N/A. If you get insurance from or through us you will pay \$ N/A for N/A of coverage.

This premium is calculated as follows:

☐ \$ N/A Deductible, Collision Coverage \$ N/A  
☐ \$ N/A Deductible, Comprehensive Cov. \$ N/A  
☐ Fire-Theft and Combined Additional Coverage \$ N/A  
☐ \$ N/A

**Liability insurance coverage for bodily injury and motor vehicle damage caused to others is not included in this Contract unless checked and indicated.**

☒ **MOTOR VEHICLE SERVICE CONTRACT:** With your purchase of the Vehicle, you agree to purchase a Motor Vehicle Service Contract to cover

AUTOGUARD 7-70 ULT WRAP  
This Service Contract will be in effect for 84 MOS.

#### ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (incl. sales tax of \$ <u>1039.35</u> )	\$ <u>28439.35</u>
Service Contract, Paid to: <u>AUTOGUARD</u>	\$ <u>899.00</u>
<b>Cash Price</b>	\$ <u>29338.35</u>
Manufacturer's Rebate	\$ <u>4000.00</u>
Cash Down Payment	\$ <u>420.00</u>
Deferred Down Payment	\$ <u>N/A</u>
a. Total Cash/Rebate Down	\$ <u>4420.00</u>
b. Trade-In Allowance	\$ <u>7410.00</u>
c. Less: Amount owing	\$ <u>7540.00</u>
Paid to: <u>DAIMLERCHRYSLER LLC</u>	
d. Net Trade-In (b. minus c.)	\$ <u>-130.00</u>
e. Net Cash/Trade-In (a. plus d.)	\$ <u>4290.00</u>
<b>Down Payment (e.; disclose as \$0 if negative)</b>	\$ <u>4290.00</u>
<b>Unpaid Balance of Cash Price</b>	\$ <u>25048.35</u>
Paid to Public Officials - Filing Fees	\$ <u>319.75</u>
Insurance Premiums*	\$ <u>N/A</u>
Amount to Finance line e. (if e. is negative)	\$ <u>N/A</u>
To: <u>MCKAY'S FAMILY DODGE, INC.</u>	\$ <u>50.00</u>
To:	\$ <u>N/A</u>
To:	\$ <u>N/A</u>
<b>Total Other Charges/Amounts Pd. to Others</b>	\$ <u>369.75</u>
<b>Less: Prepaid Finance Charges</b>	\$ <u>N/A</u>
<b>Amount Financed</b>	\$ <u>25418.10</u>

\*We may retain or receive a portion of this amount.

#### NOTICE TO BUYER

(1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. (4) **IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.**

**BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 AND 2 OF THIS CONTRACT AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.**

Buyer: Mary Lenore Byland 9-22-2003  
Signature MARY LENORE BYLAND Date  
David Russell Byland 9-22-2003  
Signature DAVID RUSSELL BYLAND Date  
Seller: By [Signature]

(page 1 of 2)

MOTOR VEHICLE - NOT FOR MANUFACTURED HOMES

**ASSIGNMENT:** This Contract and Security Agreement is assigned to TEACHER FEDERAL CREDIT UNION, the Assignee, phone (612) 591-4997. This assignment is made ☐ under the terms of a separate agreement. ☒ under the terms of the ASSIGNMENT BY SELLER on page 2. ☐ This assignment is made with recourse.  
Seller: By [Signature] Date 2003

MINNESOTA RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT  
Expires 1982, 1995 Bankers Systems, Inc., St. Cloud, MN Form RS-SI-MV-MN 10/5/2001

**estimate before you enter into a balloon payment contract. A balloon contract is an installment sale contract with a final scheduled payment that is at least twice the amount of one of the earlier scheduled equal periodic installment payments.**

**NEW YORK RESIDENT:** Consumer reports may be requested in connection with this application. Upon your request, you will be informed as to whether or not a consumer report was requested or the name and address of the consumer reporting agency that furnished the report. On any update, renewal or extension of this credit, subsequent consumer reports may be requested.

**OHIO RESIDENT:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

By signing this application:

## ADDITIONAL TERMS OF THIS CONTRACT AND SECURITY AGREEMENT

**GENERAL TERMS:** You have been given the opportunity to purchase the Vehicle and described services for the Cash Price or the Total Sale Price. The Total Sale Price is the total price of the Vehicle and any services if you buy them over time. You agreed to purchase the items over time. The Total Sale Price shown in the TRUTH IN LENDING DISCLOSURES assumes that all payments will be made as scheduled. The actual amount you will pay may be more or less depending on your payment record.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee, that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that is contrary to this provision, you have a right to a refund of the excess charge. If you agree, or if you do not make a timely request for a refund, we will apply the refund amount first to reduce the principal balance, and when the principal has been paid in full, refund it to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract.

This Contract is governed by the laws of Minnesota and the United States of America.

**NAME AND LOCATION:** Your name and address indicated on page 1 are your exact legal name and your principal residence. You will provide us with at least 30 days notice prior to changing your name or principal residence.

**PREPAYMENT:** You may prepay this Contract in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until you pay in full.

A refund of any prepaid, unearned insurance premiums may be obtained from us or from the insurance company named in your policy or certificate of insurance, but no refund will be paid if the amount of the refund would be less than \$5.00.

**OWNERSHIP AND DUTIES TOWARD PROPERTY:** By giving us a security interest in the Property, you represent and agree to the following:

- A. Our security interest will not extend to consumer goods unless you acquire rights to them within 10 days after we enter into this Contract, or they are installed in or affixed to the Vehicle.
- B. You will defend our interests in the Property against claims made by anyone else. You will do whatever is necessary to keep our claim to the Property ahead of the claim of anyone else.
- C. The security interest you are giving us in the Property comes ahead of the claim of any other of your general or secured creditors. You agree to sign any additional documents or provide us with any additional information we may require to keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- D. You will keep the Property in your possession in good condition and repair. You will use the Property for its intended and lawful purposes. Unless otherwise agreed in writing, the Property will be located at your address listed on page 1 of this Contract.
- E. You will not attempt to sell the Property (unless it is properly identified inventory) or otherwise transfer any rights in the Property to anyone else, without our prior written consent.
- F. You will pay all taxes and assessments on the Property as they become due.
- G. You will notify us of any loss or damage to the Property. You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

**DEFAULT:** You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- A. You fail to perform any obligation that you have undertaken in this Contract.
- B. We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our costs for collecting amounts owing, including court costs, attorneys' fees, and fees for repossession, repair, storage and sale of the Property securing this Contract. If this Contract is subject to Minn. Stat. § 168.71, the amount of our attorneys' fees you must pay will not exceed 15% of the amount due and payable under this Contract.

If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

**REMEDIES:** If you are in default on this Contract, we have all of the remedies provided by law and this Contract:

- A. We may require you to immediately pay us, less any refund required by law, the remaining unpaid balance of the amount

E. Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that, subject to your right to recover such property, we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above.

**RETURNED CHECK CHARGE:** You agree to pay a service charge for each returned check or returned automatic payment request. The amount of the service charge will be \$30.00.

**INSURANCE:** You agree to buy property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the PROPERTY INSURANCE section, or as we will otherwise require. You will name us as loss payee on any such policy. (Generally, loss payee is the one to be paid the policy benefits in case of loss or damage to the property.) In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. If the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as a loss payee, we may obtain insurance to protect our interest in the Property. We will notify you if we do so. This insurance may include coverages not required of you. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the interest rate described in the PROMISE TO PAY AND PAYMENT TERMS section until paid in full. However, if this Contract is assigned, and the Assignee is not a financial institution as defined by Minn. Stat. § 47.59, this amount will earn finance charges from the date paid at 8% per year.

**OBLIGATIONS INDEPENDENT:** Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- A. You must pay this Contract even if someone else has also signed it.
- B. We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- C. We may release any security and you will still be obligated to pay this Contract.
- D. If we give up any of our rights, it will not affect your duty to pay this Contract.
- E. If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

**WAIVER:** To the extent permitted by law, you agree to give up your rights to require us to do certain things. We are not required to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid; or have not been paid in the appropriate amount, time or manner; (3) give notice that we intend to make, or are making, this Contract immediately due; or, (4) obtain official certification of nonpayments.

### THIRD PARTY AGREEMENT

By signing below you agree to give us a security interest in the Property described in the SALE section. You also agree to the terms of this Contract, including the WAIVER section above, except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend, change this Contract, or release any party or property without releasing you from this Contract. We may take these steps without notice or demand upon you.

**You acknowledge receipt of a completed copy of this Contract.**

- A. We may require you to immediately pay us, less any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- B. We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us and will be due immediately. This amount will earn finance charges from the date paid at the interest rate described in the PROMISE TO PAY AND PAYMENT TERMS section until paid in full.
- C. We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- D. We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward what you owe us.

Signature

Date

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**IF YOU ARE BUYING A USED VEHICLE, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

### ASSIGNMENT BY SELLER

Seller sells and assigns this Retail Installment Contract and Security Agreement, (Contract), to the Assignee, its successors and assigns, including all its rights title and interest in this Contract, and any guarantee executed in connection with this Contract. Seller gives Assignee full power, either in its own name or in Seller's name, to take all legal or other actions which Seller could have taken under this Contract. (SEPARATE AGREEMENT: If this Assignment is made "under the terms of a separate agreement" as indicated on page 1, the terms of this assignment are described in a separate writing(s) and not as provided below.)

Seller warrants:

- A. This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis.
- B. The statements contained in this Contract are true and correct.
- C. The down payment was made by the Buyer in the manner stated on page 1 of this Contract and, except for the application of any manufacturer's rebate, no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives.
- D. This sale was completed in accordance with all applicable federal and state laws and regulations.
- E. This Contract is valid and enforceable in accordance with its terms.
- F. The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct.
- G. This Contract is vested in the Seller free of all liens, is not subject to any claims or defenses of the Buyer, and may be sold or assigned by the Seller.
- H. A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution.
- I. The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.
- J. Seller has or will perfect a security interest in the Property in favor of the Assignee.

If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in cash in the amount of the unpaid balance (including finance charges) plus the costs and expenses of Assignee, including attorneys' fees.

Seller will indemnify Assignee for any loss sustained by it because of judicial set-off or as the result of a recovery made against Assignee as a result of a claim or defense Buyer has against Seller.

Seller waives notice of the acceptance of this Assignment, notice of non-payment or non-performance and notice of any other remedies available to Assignee.

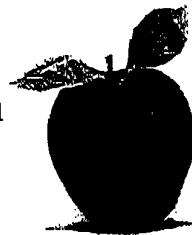
Assignee may, without notice to Seller, and without affecting the liability of Seller under this Assignment, compound or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under this Contract.

UNLESS OTHERWISE INDICATED ON PAGE 1, THIS ASSIGNMENT IS WITHOUT RECOURSE.

WITH RECOURSE: If this Assignment is made "with recourse" as indicated on page 1, Assignee takes this Assignment with certain rights of recourse against Seller. Seller agrees that if the Buyer defaults on any obligation of payment or performance under this Contract, Seller will, upon demand, repurchase this Contract for the amount of the unpaid balance, including finance charges, due at that time.

# Agreement to Provide Accidental Physical Damage Insurance

understand that to provide protection from serious financial loss, should an accident or loss occur, Teacher Federal Credit Union (TFCU) requires that the vehicle be continuously covered with insurance against the risks of fire, theft, and collision with a maximum deductible of \$1,000.00. Failure to provide such insurance gives the credit union the right to declare the entire unpaid balance immediately due and payable or alternatively, to purchase coverage for its interest and add the premium plus interest to the balance which may increase my loan payments. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested that the policy contains a loss payable endorsement in favor of Teacher Federal Credit Union, c/o State National, P. O. Box 8428, Fort Worth, TX 76124.



**Teacher Federal  
Credit Union**

## MEMBER:

Name	First Name	Middle Name	Last Name
	MARY	LENORE	BYLAND
Address	Number	Street	City State Zip Code
	324	3RD AVE NE ST CLOUD MN 56304	
Telephone Number	(320)252-0329		Member Number

## VEHICLE TO BE INSURED:

Year	Make	Body Style	Model	Vehicle ID Number
2003	CHRYSLER	TOWN COUNTRY	TOWN/COUNTRY	2C46P24R83R338996

## INSURANCE AGENT:

## INSURANCE COMPANY:

Name	PROFESSIONAL INS. PROVID.	Name	WESTERN NAT'L
Address	613 E 10TH ST	Policy Number	01 PAP222854030
City/State/Zip	GLENCOE MN 55336-2105	Effective Date	FROM: CURRENT TO: 11-6-03
Telephone Number	(320)864-5581	Coverage	<input checked="" type="checkbox"/> COMPREHENSIVE \$ 250 DEDUCTIBLE <input checked="" type="checkbox"/> COLLISION \$ 500 DEDUCTIBLE FIRE/THEFT

I further understand and agree to maintain insurance, as described above, in force during the term of the loan and with TFCU listed as the loss payable endorsement upon each renewal of said insurance. I further authorize the credit union to verify and my insurance agent to disclose this insurance information. I also agree: The terms of these supplemental loan agreement provisions are hereby made a part of my Loan Agreement [Note], a copy of which is attached hereto, and are binding upon me with the same effect as if they were set forth in such Loan Agreement [Note].

Member's Signature X Mary Byland \* Dan Byland Date 09/22/03

## DEALER CONFIRMATION:

<input checked="" type="checkbox"/> AGENCY	<input type="checkbox"/> INSURANCE COMPANY	Name of Person Contacted	TERRY	TFCU Loss Payee? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
CONFIRMED BY	Wayne Enrl	DATE	23.6.03	09/22/03
DEALER SIGNATURE	<u>Wayne Enrl</u>	DEALERSHIP	MCKAY'S FAMILY DODGE, INC.	

WHITE: TFCU COPY

YELLOW: MEMBER COPY

PINK: DEALER COPY

03-66 DAMAGE AGREEMENT CUSAVE REVISED 8/5/03 D

Teacher Federal  
Credit  
Union

6500 Olson Memorial Hwy.  
Minneapolis, MN 55427-4999



**LOANLINER.**

## NOTE AND DISCLOSURE STATEMENT

BORROWER NAME (Last - First - Middle Initial) AND ADDRESS (Street - City - State - Zip Code)	DATE 10/3/2003	ACCOUNT NUMBER 85607 - L5	NOTE NUMBER
BYLAND MARY L BYLAND DAVID R	CONTRACT NUMBER 022-0256-3	REFERENCE NUMBER	MATURITY DATE 10/3/2008
324 3RD AVE NE			
ST CLOUD, MN 56304			

☒ FIXED  
☐ VARIABLE  
☒ NEW LOAN  
☐ REFINANCE

In this agreement "you" and "your" mean each person who signs this agreement. The "credit union" means the credit union whose name appears above and anyone to whom the credit union transfers its rights under this agreement. The terms on the following pages are part of this agreement. Boxes checked below apply to this agreement.

### TRUTH IN LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Prepayment: If you pay off early you will not have to pay a penalty.
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all payments as scheduled.	
7.750%	\$3,414.34 e	\$16,283.06	\$19,697.40	e means an estimate

**Variable Rate:** The annual percentage rate may increase during the term of this transaction if: the Prime Rate index increases. The index is the highest Prime Rate as published in the Money Rates Column in the Wall Street Journal on the last business day of each quarter. To determine the annual percentage rate that will apply we will add a margin of 0 % to the value of the index. The effective date on which the annual percentage rate will change is the first day of the next calendar quarter. The annual percentage rate will not increase more than once every quarter. Any increase in the annual percentage rate will take the form of more payments of the same amount until what you owe has been repaid. Example: If your loan was \$12,000 at 5.75% for 48 months (monthly payments of \$280.49) and the rate increased to 6.25% after twelve months, you would make one additional payment of \$82.95.

Your Payment Schedule will be:	Number of Payments	Amount of Payments	When Payments Are Due	Property Insurance: You may obtain property insurance from anyone you want that is acceptable to the credit union. If you get the insurance from the credit union you will pay \$ N/A
59	\$328.28	11/3/2003 and Monthly on the 3rd thereafter		
1	\$328.29	10/3/2008		

**Security:** Collateral securing other loans with the credit union will also secure this loan. You are giving a security interest in your shares and/or deposits in the credit union; and ☒ the goods/property being purchased; ☐ Other (Describe)

2000 DODGE RAM 1500 3B7HF13Z0YG134876

**Late Charge:** \$15 on each loan payment received later than 15 days after its due date.

Required Deposit: The Annual Percentage Rate does not take into account your required deposit, if any.	Filing Fees 9.00	Non-Filing Insurance
--------------------------------------------------------------------------------------------------------	---------------------	----------------------

See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.

### ITEMIZATION OF THE AMOUNT FINANCED

ITEMIZATION OF AMOUNT FINANCED OF	\$16,283.06	AMOUNT GIVEN TO YOU DIRECTLY	\$0.00	AMOUNT PAID ON YOUR ACCOUNT	\$0.00	PREPAID FINANCE CHARGE	\$0.00
AMOUNT PAID TO OTHERS ON YOUR BEHALF	\$16,283.06	To WELLS FARGO		To			
		To		To			
		To		To			
		To		To			
		To		To			
		To		To			

**SIGNATURE:** If you agree to make and be bound by the terms of this Note and Security Agreement sign below.

Any fax transmission of my signature may be held equally enforceable as my genuine original signature. If you are not a borrower but an owner of the collateral for this loan, sign below and check the box for "Owner of Collateral". By doing so you agree only to the terms of the Security Agreement.

**CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.**

Borrower 1 <input checked="" type="checkbox"/> Owner of Collateral (other than a Borrower)	Date 10/3/2003	Borrower 2 <input checked="" type="checkbox"/> Owner of Collateral (other than a Borrower)	Date 10/3/2003
<i>Mary L Byland</i> (SEAL)		<i>David Byland</i> (SEAL)	
Borrower <input checked="" type="checkbox"/>	Date	<input type="checkbox"/> Witness	Date
<i>h</i> (SEAL)		<i>Richard D. Dixon</i> (SEAL)	10-9-03

Teacher Federal Credit Union

BYLAND, L MARY

10/3/2003

**NOTE AND SECURITY AGREEMENT**

The following paragraph applies only if this is a variable rate loan: The initial rate of interest is **7.750 %**. Interest: Interest will be charged from the date of this loan until you have paid what you owe under this Agreement. The interest rate is subject to change as follows: The annual percentage rate may change during the term of this transaction if the Prime Rate index changes. The index is the highest Prime Rate as published in the Money Rates Column in the Wall Street Journal on the last business day of each quarter. To determine the annual percentage rate that will apply we will add a margin of **0 %** to the value of the index. The effective date on which the annual percentage rate will change is the first day of the next calendar quarter. The annual percentage rate will not change more than once every quarter. Any change in the annual percentage rate will take the form of more payments of the same amount until what you owe has been repaid. The minimum annual percentage rate is **%** and the maximum annual percentage rate is 18%. Apart from this rate "floor" and "cap" there is no limit on the amount by which the rate may change.

**Promise to Pay:** You promise to pay **\$16,283.08** to the credit union plus interest on the unpaid balance at **7.750%** per year until what you owe has been repaid.

**Collection Costs:** You agree to pay all costs of collecting the amount you owe under this agreement including court costs and reasonable attorney fees.

If you make a payment by check or ACH that is returned for any reason, we will add a returned check fee or returned ACH fee to your loan.

SECURITY OFFERED:	MODEL	YEAR	I.D. NUMBER	TYPE	VALUE
2000 DODGE RAM 1500 3B7HF1S20YG134678					

OTHER (DESCRIBE)

PLEDGE OF SHARES

ACCOUNT NO(S).

KEY NO.

This Note is governed by the laws of Minnesota.

Please look at the box on page 1 to see if this is a fixed or variable rate loan.

The following paragraph applies only to variable rate loans:

**PROMISE TO PAY** – You promise to pay to the credit union, the amount you owe under this agreement at an interest rate which will vary as provided on page 1. You promise to pay interest, as provided on page 1, until what you owe has been repaid. The amount you owe under this agreement is the Amount Financed shown in the Truth In Lending Disclosure on page 1, plus any other amounts advanced by the credit union to you or on your behalf under this agreement.

The remaining paragraphs apply to both fixed and variable rate loans:

**PAYMENTS** – You promise to make payments of the amount and at the time shown in the Truth In Lending Disclosure on page 1 until what you owe has been repaid. You may make larger payments without penalty. If you do prepay part of what you owe, subsequent payments will remain due as scheduled. If you do not make payments as scheduled or if you elect credit insurance, your last payment may be larger than the amount of the other payments. You promise to make payments at the place chosen by the credit union.

**LOANS BY MAIL** – If this loan is being made by mail, interest on this loan begins when the loan proceeds are mailed. If this loan refinances an earlier loan, said loan will be cancelled and refinanced as of the date on page 1.

**SECURITY INTEREST** – Any property shown in the "Security Offered" section will be security for this loan. In addition, you agree this loan is also secured by all the shares and deposits in all your individual and joint accounts with the credit union now and in the future. Shares and deposits in an Individual Retirement Account and any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you give in your shares and deposits. All property, other than dwellings, that you have given to secure other loans with the credit union will also secure this loan.

**DEFAULT** – You will be in default if you do not make a payment of the amount required when it is due. You will be in default if you break any promise you made in connection with this loan. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or update of credit information. You will be in default if anyone who has signed a security agreement in connection with this loan is in default. You will also be in default if something happens which the credit union believes may substantially reduce your ability to repay what you owe.

When you are in default, the credit union can demand immediate payment of the unpaid balance of this loan without giving you advance notice. If the credit union demands immediate payment of the unpaid balance, you will continue to pay interest at the same interest rate until what you owe has been repaid. If the credit union has demanded immediate payment of the unpaid balance, the credit union can apply the shares and deposits that you have given as security under this agreement towards what you owe. The credit union can also exercise any other rights the law gives the credit union when you are in default.

**EACH PERSON RESPONSIBLE** – Each person who signs this agreement will be individually and jointly responsible for paying the entire amount owed. That means the credit union can enforce its rights under this agreement against any one of you individually or against all of you together.

**LATE CHARGE** – If you are late in making a payment, you agree to pay the late charge shown in the Truth In Lending Disclosure on page 1. If no late charge is shown, you will not be charged one.

**NO WAIVER** – The credit union can delay enforcing any of its rights any number of times without losing its rights.

**NOTICES** – Notices will be mailed to you at the most recent address you have given the credit union in writing. Notice to any one of you will be notice to all.

**FOR TENNESSEE CREDIT UNIONS ONLY –  
USE WHEN AUTOMOBILE IS PURCHASED**

**NOTICE:** If you do not purchase the insurance required on the automobile and the credit union purchases the insurance, the insurance purchased by the credit union will cover only the credit union's interest in the property. The insurance will not be liability insurance. You have read the above statement and acknowledge that the credit union has explained it to you.

SIGNATURE

DATE

SIGNATURE

DATE

**FOR NORTH DAKOTA CREDIT UNIONS ONLY –  
APPLIES ONLY WHEN A MOTOR VEHICLE IS PURCHASED**

**NOTICE:** THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.

FOR CREDIT UNION USE ONLY: Credit Union Approval

X

AUTHORIZED CREDIT UNION SIGNATURE



BYLAND, L MARY

10/3/2003

Teacher Federal Credit Union

**SECURITY AGREEMENT**

This agreement all references to "credit union" mean the credit union whose name appears on this note and anyone to whom the credit union assigns the loan. All references to "the loan" are the loan described in the Truth in Lending Disclosure. All references to "you" mean each person who signs this agreement.

**SECURITY FOR THE LOAN** - By signing this security agreement in the signature area or by signing the statement referring to this agreement on the back of the check you receive your loan, you give the credit union what is known as a security interest in the property described in the "Security Offered" section. The security interest you give includes all accessions. Accessions are things which are attached to or added to the property now or in the future. The security interest also includes any replacements for the property which you buy within 10 days of the loan or any extensions, renewals or refinancing of the loan. It also includes any money you receive from selling the property or from insurance you have on the property. If the value of the property declines, you promise to give the credit union more property as security if asked to do so.

**WHAT THE SECURITY INTEREST COVERS** - The security interest secures the loan described in the Truth in Lending Disclosure and any extensions, renewals or refinancings of that loan. It also secures any other loans you have with the credit union now or in the future including any credit card loans and any other amounts you owe the credit union for any reason now or in the future, except any loan secured by your principal residence. If the property description is marked with one star (\*), or the property is household goods as defined by the Credit Practice Rule, the property will secure only this loan and not other amounts you owe.

**OWNERSHIP OF THE PROPERTY** - You promise that you own the property, or if this loan is to buy the property, you promise you will use the loan for that purpose. You promise that no one else has any interest in or claim against the property that you have not already told the credit union about. You promise not to sell or lease the property or to use it as security for a loan with another creditor until your loan with the credit union is repaid. You promise you will allow no security interest or lien to attach to the property either by your actions or by operation of law.

**PROTECTING THE SECURITY INTEREST** - If your state issues a title for the property, you promise to have the credit union's security interest shown on the title. The credit union may have to file what is called a financing statement to protect its security interest from the claims of others. If asked to do so, you promise to sign a financing statement. You also promise to do whatever else the credit union thinks is necessary to protect its security interest in the property.

**USE OF PROPERTY** - Until the loan has been paid off, you promise you will: (1) Use the property carefully and keep it in good repair. (2) Obtain written permission from the credit union before making major changes to the property. (3) Inform the credit union in writing before changing your address or the address where the property is kept. (4) Allow the credit union to inspect the property. (5) Promptly notify the credit union if the property is damaged, stolen or abused. (6) Not use the property for any unlawful purpose.

**PROPERTY INSURANCE, TAXES AND FEES** - You promise to pay all taxes and fees (like registration fees) due on the property and to keep the property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to the credit union. You may provide the property insurance through a policy you already have, or through a policy you get and pay for.

You promise to make the insurance policy payable to the credit union and to deliver the policy or proof of coverage to the credit union if asked to do so.

If you cancel your insurance and get a refund, the credit union has a right to the refund. If the property is lost or damaged, the credit union can use the insurance settlement to repair the property or apply it towards what you owe. You authorize the credit union to endorse any draft or check which may be payable to you in order for the credit union to collect any refund or benefits due under your insurance policy.

If you do not pay the taxes or fees on the property when due or keep it insured, the credit union may pay these obligations, but is not required to do so. Any money the credit union spends for taxes, fees or insurance will be added to your loan balance and you will pay interest on those amounts at the same rate you agreed to pay on the loan. If the credit union adds amounts for taxes, fees, or insurance to your loan balance, your payments may be increased by the amount necessary for your loan to be paid off in the same number of months originally scheduled.

**DEFAULT** - You will be in default if you break any promise you make under this agreement. You will also be in default if you are in default under the loan. If you are pledging property, but have signed only as an "Owner of Collateral (other than a Borrower)", you will be in default if anyone is in default who has signed the **LOANLINER® Note**.

**WHAT HAPPENS IF YOU ARE IN DEFAULT** - When you are in default, the credit union can, without advance notice to you, require immediate payment of what you owe on the loan and take possession of the property. You agree the credit union has the right to take possession of the property without going to court and without giving you advance notice. If you are asked to do so by the credit union, you promise to deliver the property at a time and place the credit union chooses. The credit union will not be responsible for any of your other property, not covered by this agreement, that you leave inside the property. The credit union will try to return that property to you or make it available for you to claim.

After the credit union has possession of the property, it can sell it and apply the money received to any amounts you owe the credit union. The credit union will give you notice of any public sale or the date after which a private sale will be held. The expenses of the credit union for taking possession of and selling the property will be deducted from the money received from the sale. Those costs may include the cost of storing the property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under Section 506(b) of the Bankruptcy Code. The rest of the sale money will be applied to what you owe on the loan.

If you have agreed to pay the loan, you will also have to pay any amount that remains unpaid after the sale money has been applied to what you owe on the loan and under this agreement. You agree to pay interest on that amount at the same rate as the loan until that amount has been paid.

**DELAY IN ENFORCING RIGHTS AND CHANGES IN THE AGREEMENT** - The credit union can delay enforcing any of its rights under this agreement any number of times without losing the ability to exercise its rights later. The credit union can enforce this agreement against your heirs or legal representatives. If the credit union changes the terms of the loan, you agree that this agreement will continue to protect the credit union.

**CONTINUED EFFECTIVENESS** - If the law makes any term(s) of this plan unenforceable, the other terms will remain in effect.

**THE PROPERTY DESCRIPTION IN THE "SECURITY OFFERED" SECTION IS PART OF THIS AGREEMENT.**  
**NOTICE: SIGN THIS AGREEMENT ON PAGE 1.**

Teacher Federal  
Credit  
Union8500 Olson Memorial Hwy.  
Minneapolis, MN 55427-4999**LOANUNER.****NOTE AND DISCLOSURE STATEMENT**

BORROWER NAME (Last - First - Middle Initial) AND ADDRESS (Street - City - State - Zip Code)

BYLAND MARY L BYLAND DAVID R

324 3RD AVE NE

ST CLOUD, MN 56304

☒ FIXED  
☐ VARIABLE  
☒ NEW LOAN  
☐ REFINANCE

DATE

10/3/2003

ACCOUNT NUMBER

85607 - L13

NOTE NUMBER

CONTRACT NUMBER

022-0256-3

REFERENCE NUMBER

MATURITY DATE

10/3/2009

In this agreement "you" and "your" mean each person who signs this agreement. The "credit union" means the credit union whose name appears above and anyone to whom the credit union transfers its rights under this agreement. The terms on the following pages are part of this agreement. Boxes checked below apply to this agreement.

**TRUTH IN LENDING DISCLOSURE****ANNUAL PERCENTAGE RATE**

The cost of your credit as a yearly rate.

8.750%

**FINANCE CHARGE**

The dollar amount the credit will cost you.

\$5,330.50

e

**Amount Financed**

The amount of credit provided to you or on your behalf.

\$18,428.78

**Total of Payments**

The amount you will have paid when you have made all payments as scheduled.

\$23,759.28

**Prepayment:** If you pay off early you will not have to pay a penalty.

e means an estimate

**Variable Rate:** The annual percentage rate may increase during the term of this transaction if: the Prime Rate index increases. The index is the highest Prime Rate as published in the Money Rates Column in the Wall Street Journal on the last business day of each quarter. To determine the annual percentage rate that will apply we will add a margin of 0 % to the value of the index. The effective date on which the annual percentage rate will change is the first day of the next calendar quarter. The annual percentage rate will not increase more than once every quarter. Any increase in the annual percentage rate will take the form of more payments of the same amount until what you owe has been repaid. Example: If your loan was \$12,000 at 5.75% for 48 months (monthly payments of \$280.49) and the rate increased to 6.25% after twelve months, you would make one additional payment of \$82.95.

Your Payment Schedule will be:	Number of Payments	Amount of Payments	When Payments Are Due
71	\$329.99	11/3/2003 and Monthly on the 3rd thereafter	
1	\$329.99	10/3/2009	

**Property Insurance:** You may obtain property insurance from anyone you want that is acceptable to the credit union. If you get the insurance from the credit union you will pay \$ N/A

**Security:** Collateral securing other loans with the credit union will also secure this loan. You are giving a security interest in your shares and/or deposits in the credit union; and ☒ the goods/property being purchased; ☐ Other (Describe)

2002 37FT WILDWOOD BHSS 4X4TWD212B041107

**Late Charge:** \$15 on each loan payment received later than 15 days after its due date.

**Required Deposit:** The Annual Percentage Rate does not take into account your required deposit, if any.

Filing Fees

9.00

Non-Filing Insurance

See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.

**ITEMIZATION OF THE AMOUNT FINANCED**

ITEMIZATION OF AMOUNT FINANCED OF	\$18,428.78	AMOUNT GIVEN TO YOU DIRECTLY	\$0.00	AMOUNT PAID ON YOUR ACCOUNT	\$0.00	PREPAID FINANCE CHARGE	\$0.00
AMOUNT PAID TO OTHERS ON YOUR BEHALF	\$18,428.78	To WELLS FARGO		To			
		To		To			
		To		To			
		To		To			
		To		To			
		To		To			

**SIGNATURE:** If you agree to make and be bound by the terms of this Note and Security Agreement sign below.

Any fax transmission of my signature may be held equally enforceable as my genuine original signature. If you are not a borrower but an owner of the collateral for this loan, sign below and check the box for "Owner of Collateral". By doing so you agree only to the terms of the Security Agreement.

**CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.**

Borrower 1 <input type="checkbox"/> Owner of Collateral (other than a Borrower)	Date 10/3/2003	Borrower 2 <input type="checkbox"/> Owner of Collateral (other than a Borrower)	Date 10/3/2003
<input checked="" type="checkbox"/> (SEAL)		<input checked="" type="checkbox"/> (SEAL)	
<input checked="" type="checkbox"/> (SEAL)		<input checked="" type="checkbox"/> (SEAL)	
<input type="checkbox"/> Witness		<input checked="" type="checkbox"/> (SEAL)	

Teacher Federal Credit Union	BYLAND, L MARY	10/3/2003
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**NOTE AND SECURITY AGREEMENT**

The following paragraph applies only if this is a variable rate loan: The initial rate of interest is **8.750 %**. Interest: Interest will be charged from the date of this loan until you have paid what you owe under this Agreement. The interest rate is subject to change as follows: The annual percentage rate may change during the term of this transaction if the Prime Rate index changes. The index is the highest Prime Rate as published in the Money Rates Column in the Wall Street Journal on the last business day of each quarter. To determine the annual percentage rate that will apply we will add a margin of **0 %** to the value of the index. The effective date on which the annual percentage rate will change is the first day of the next calendar quarter. The annual percentage rate will not change more than once every quarter. Any change in the annual percentage rate will take the form of more payments of the same amount until what you owe has been repaid. The minimum annual percentage rate is **%** and the maximum annual percentage rate is 18%. Apart from this rate "floor" and "cap" there is no limit on the amount by which the rate may change.

**Promise to Pay:** You promise to pay **\$18,428.78** to the credit union plus interest on the unpaid balance at **8.750%** per year until what you owe has been repaid.

**Collection Costs:** You agree to pay all costs of collecting the amount you owe under this agreement including court costs and reasonable attorney fees.

If you make a payment by check or ACH that is returned for any reason, we will add a returned check fee or returned ACH fee to your loan.

SECURITY OFFERED:	MODEL	YEAR	I.D. NUMBER	TYPE	VALUE
	2002 37FT WILDWOOD BHSS 4X4TWD	M212B041107			

OTHER (DESCRIBE)

PLEDGE OF SHARES

ACCOUNT NO(S).

KEY NO.

This Note is governed by the laws of Minnesota.

Please look at the box on page 1 to see if this is a fixed or variable rate loan.

The following paragraph applies only to variable rate loans:

**PROMISE TO PAY** - You promise to pay to the credit union, the amount you owe under this agreement at an interest rate which will vary as provided on page 1. You promise to pay interest, as provided on page 1, until what you owe has been repaid. The amount you owe under this agreement is the Amount Financed shown in the Truth in Lending Disclosure on page 1, plus any other amounts advanced by the credit union to you or on your behalf under this agreement.

The remaining paragraphs apply to both fixed and variable rate loans:

**PAYMENTS** - You promise to make payments of the amount and at the time shown in the Truth in Lending Disclosure on page 1 until what you owe has been repaid. You may make larger payments without penalty. If you do prepay part of what you owe, subsequent payments will remain due as scheduled. If you do not make payments as scheduled or if you elect credit insurance, your last payment may be larger than the amount of the other payments. You promise to make payments at the place chosen by the credit union.

**LOANS BY MAIL** - If this loan is being made by mail, interest on this loan begins when the loan proceeds are mailed. If this loan refinances an earlier loan, said loan will be cancelled and refinanced as of the date on page 1.

**SECURITY INTEREST** - Any property shown in the "Security Offered" section will be security for this loan. In addition, you agree this loan is also secured by all the shares and deposits in all your individual and joint accounts with the credit union now and in the future. Shares and deposits in an Individual Retirement Account and any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you give in your shares and deposits. All property, other than dwellings, that you have given to secure other loans with the credit union will also secure this loan.

**DEFAULT** - You will be in default if you do not make a payment of the amount required when it is due. You will be in default if you break any promise you made in connection with this loan. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or update of credit information. You will be in default if anyone who has signed a security agreement in connection with this loan is in default. You will also be in default if something happens which the credit union believes may substantially reduce your ability to repay what you owe. When you are in default, the credit union can demand immediate payment of the unpaid balance of this loan without giving you advance notice. If the credit union demands immediate payment of the unpaid balance, you will continue to pay interest at the same interest rate until what you owe has been repaid. If the credit union has demanded immediate payment of the unpaid balance, the credit union can apply the shares and deposits that you have given as security under this agreement towards what you owe. The credit union can also exercise any other rights the law gives the credit union when you are in default.

**EACH PERSON RESPONSIBLE** - Each person who signs this agreement will be individually and jointly responsible for paying the entire amount owed. That means the credit union can enforce its rights under this agreement against any one of you individually or against all of you together.

**LATE CHARGE** - If you are late in making a payment, you agree to pay the late charge shown in the Truth in Lending Disclosure on page 1. If no late charge is shown, you will not be charged one.

**NO WAIVER** - The credit union can delay enforcing any of its rights any number of times without losing its rights.

**NOTICES** - Notices will be mailed to you at the most recent address you have given the credit union in writing. Notice to any one of you will be notice to all.

**FOR TENNESSEE CREDIT UNIONS ONLY -  
USE WHEN AUTOMOBILE IS PURCHASED**

**NOTICE:** If you do not purchase the insurance required on the automobile and the credit union purchases the insurance, the insurance purchased by the credit union will cover only the credit union's interest in the property. The insurance will not be liability insurance. You have read the above statement and acknowledge that the credit union has explained it to you.

SIGNATURE

DATE

X

SIGNATURE

DATE

X

**FOR NORTH DAKOTA CREDIT UNIONS ONLY -  
APPLIES ONLY WHEN A MOTOR VEHICLE IS PURCHASED**

**NOTICE:** THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.

FOR CREDIT UNION USE ONLY: Credit Union Approval

X

AUTHORIZED CREDIT UNION SIGNATURE

Teacher Federal Credit Union	BYLAND, L MARY	10/3/2003
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**SECURITY AGREEMENT**

In this agreement all references to "credit union" mean the credit union whose name appears on this note and anyone to whom the credit union assigns the loan. All references to "the loan" mean the loan described in the Truth in Lending Disclosure. All references to "you" mean each person who signs this agreement.

**THE SECURITY FOR THE LOAN** – By signing this security agreement in the signature area or by signing the statement referring to this agreement on the back of the check you receive for your loan, you give the credit union what is known as a security interest in the property described in the "Security Offered" section. The security interest you give includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which you buy within 10 days of the loan or any extensions, renewals or refinancing of the loan. It also includes any money you receive from selling the property or from insurance you have on the property. If the value of the property declines, you promise to give the credit union more property as security if asked to do so.

**WHAT THE SECURITY INTEREST COVERS** – The security interest secures the loan described in the Truth in Lending Disclosure and any extensions, renewals or refinancings of that loan. It also secures any other loans you have with the credit union now or in the future including any credit card loans and any other amounts you owe the credit union for any reason now or in the future, except any loan secured by your principal residence. If the property description is marked with one star (\*), or the property is household goods as defined by the Credit Practice Rule, the property will secure only this loan and not other amounts you owe.

**OWNERSHIP OF THE PROPERTY** – You promise that you own the property, or if this loan is to buy the property, you promise you will use the loan for that purpose. You promise that no one else has any interest in or claim against the property that you have not already told the credit union about. You promise not to sell or lease the property or to use it as security for a loan with another creditor until your loan with the credit union is repaid. You promise you will allow no security interest or lien to attach to the property either by your actions or by operation of law.

**PROTECTING THE SECURITY INTEREST** – If your state issues a title for the property, you promise to have the credit union's security interest shown on the title. The credit union may have to file what is called a financing statement to protect its security interest from the claims of others. If asked to do so, you promise to sign a financing statement. You also promise to do whatever else the credit union thinks is necessary to protect its security interest in the property.

**USE OF PROPERTY** – Until the loan has been paid off, you promise you will: (1) Use the property carefully and keep it in good repair. (2) Obtain written permission from the credit union before making major changes to the property. (3) Inform the credit union in writing before changing your address or the address where the property is kept. (4) Allow the credit union to inspect the property. (5) Promptly notify the credit union if the property is damaged, stolen or abused. (6) Not use the property for any unlawful purpose.

**PROPERTY INSURANCE, TAXES AND FEES** – You promise to pay all taxes and fees (like registration fees) due on the property and to keep the property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to the credit union. You may provide the property insurance through a policy you already have, or through a policy you get and pay for.

You promise to make the insurance policy payable to the credit union and to deliver the policy or proof of coverage to the credit union if asked to do so.

If you cancel your insurance and get a refund, the credit union has a right to the refund. If the property is lost or damaged, the credit union can use the insurance settlement to repair the property or apply it towards what you owe. You authorize the credit union to indorse any draft or check which may be payable to you in order for the credit union to collect any refund or benefits due under your insurance policy.

If you do not pay the taxes or fees on the property when due or keep it insured, the credit union may pay these obligations, but is not required to do so. Any money the credit union spends for taxes, fees or insurance will be added to your loan balance and you will pay interest on those amounts at the same rate you agreed to pay on the loan. If the credit union adds amounts for taxes, fees, or insurance to your loan balance, your payments may be increased by the amount necessary for your loan to be paid off in the same number of months originally scheduled.

**DEFAULT** – You will be in default if you break any promise you make under this agreement. You will also be in default if you are in default under the loan. If you are pledging property, but have signed only as an "Owner of Collateral (other than a Borrower)", you will be in default if anyone is in default who has signed the LOANLINER® Note.

**WHAT HAPPENS IF YOU ARE IN DEFAULT** – When you are in default, the credit union can, without advance notice to you, require immediate payment of what you owe on the loan and take possession of the property. You agree the credit union has the right to take possession of the property without going to court and without giving you advance notice. If you are asked to do so by the credit union, you promise to deliver the property at a time and place the credit union chooses. The credit union will not be responsible for any of your other property, not covered by this agreement, that you leave inside the property. The credit union will try to return that property to you or make it available for you to claim.

After the credit union has possession of the property, it can sell it and apply the money received to any amounts you owe the credit union. The credit union will give you notice of any public sale or the date after which a private sale will be held. The expenses of the credit union for taking possession of and selling the property will be deducted from the money received from the sale. Those costs may include the cost of storing the property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under Section 506(b) of the Bankruptcy Code. The rest of the sale money will be applied to what you owe on the loan.

If you have agreed to pay the loan, you will also have to pay any amount that remains unpaid after the sale money has been applied to what you owe on the loan and under this agreement. You agree to pay interest on that amount at the same rate as the loan until that amount has been paid.

**DELAY IN ENFORCING RIGHTS AND CHANGES IN THE AGREEMENT** – The credit union can delay enforcing any of its rights under this agreement any number of times without losing the ability to exercise its rights later. The credit union can enforce this agreement against your heirs or legal representatives. If the credit union changes the terms of the loan, you agree that this agreement will continue to protect the credit union.

**CONTINUED EFFECTIVENESS** – If the law makes any term(s) of this plan unenforceable, the other terms will remain in effect.

**THE PROPERTY DESCRIPTION IN THE "SECURITY OFFERED" SECTION IS PART OF THIS AGREEMENT.  
NOTICE: SIGN THIS AGREEMENT ON PAGE 1.**

**TEACHER FEDERAL CREDIT UNION****Comprehensive and Collision  
Insurance Requirement**Member Name : MARY L BYLAND85607 L13Disbursement Date : 10/3/2003Loan AccountCollateral and VIN # : 2002 37FT WILDWOOD BHSS 4X4TWD212B041107

Please take a few minutes to notify your insurance company/agent that you have pledged the above vehicle as collateral for a loan at your credit union.

The following information will be necessary for your agent to list the credit union as a "loss payee" on your policy and to forward an endorsement to the credit union:

- a. Lienholder: Teacher Federal Credit Union  
P.O. Box 8428  
Fort Worth, TX 76124
- b. Effective date of coverage: Date of loan indicated above
- c. Deductible: Not to exceed \$1000.00
- d. Comprehensive and collision insurance is required

We encourage you to provide the credit union with the loss payable endorsement as soon as possible in order to avoid further correspondence regarding the insurance requirement for collateralized loans.

If evidence of insurance is not received or the insurance lapses, the credit union will purchase the insurance to protect the credit union's interest. The cost of the insurance will be added to your loan balance, as provided in the security agreement. The addition of an insurance premium will require an increase in your loan payment schedule.

If you have any questions, please call 1-800-233-8763.

I/We agree to provide and understand the insurance requirements as stated above.

X: Mary L Byland  
MARY L BYLAND

X: David R Byland  
DAVID R BYLAND

Michael D. Dyer  
Closer

Teacher Federal  
Credit  
Union

6500 Olson Memorial Hwy.  
Minneapolis, MN 55427-4999

**LOANLINER**

## CREDIT INSURANCE

You can protect your financial future by signing up for **voluntary** credit insurance below. Enroll by simply indicating your preference in the "Credit Insurance Application" section below. Your credit union will be happy to explain the various insurance options and coverage. The cost is reasonable.



P.O. Box 391 • 5910 Mineral Point Road  
Madison, WI 53701-0391  
Phone: 800/637-2644

## CREDIT INSURANCE APPLICATION AND SCHEDULE

"You" or "Your" means the member and the joint insured (if applicable). A co-signor is not eligible for joint coverage.

Credit insurance is **voluntary and not required in order to obtain this loan**. You may select any insurer of your choice. You can get this insurance only if you check "yes" below and sign your name and write in the date. The rate you are charged for the insurance is subject to change. You will receive written notice before any increase goes into effect. You have the right to stop this insurance by notifying your credit union in writing. Your signature below means you agree that:

- If you elect insurance, you authorize the credit union to add the charges for insurance to your loan each month.

- You are eligible for disability insurance only if you are working for wages or profit for 25 hours a week or more on the date of any advance. If you are not, that particular advance will not be insured until you return to work. If you are off work because of temporary layoff, strike or vacation, but soon to resume, you will be considered at work.
- You are eligible for insurance up to the Maximum Age for Insurance. Insurance will stop when you reach that age.

YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S)	YES	NO	PREMIUM SCHEDULE	COVERED MEMBER
Single Credit Disability	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Joint Credit Disability	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Single Credit Life	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Joint Credit Life	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

If you are totally disabled for more than 14 days, then the disability benefit will begin with the 15th day of disability.

MEMBER'S NAME AND ADDRESS <b>MARY L BYLAND</b> <b>324 3RD AVE NE</b> <b>ST CLOUD, MN 56304</b>		INSURANCE MAXIMUMS		DISABILITY	LIFE
MEMBER'S ACCOUNT NUMBER <b>85807 - L13</b>		RATE OF INTEREST <b>8.750%</b>		MAX. MONTHLY TOTAL DISABILITY BENEFIT <b>\$ 850.00</b>	N/A
GROUP POLICY NUMBER <b>022-0256-3</b>		DATE OF ISSUE OF THE CERTIFICATE <b>10/3/2003</b>		MAX. INSURABLE BALANCE PER LOAN ACCT. <b>\$ 50,000.00</b>	\$ 50,000.00
DATE <b>9/24/2003</b>		MEMBER'S DATE OF BIRTH <b>8/30/1969</b>		MAXIMUM AGE FOR INSURANCE <b>66</b>	70
SIGNATURE OF MEMBER 		SECONDARY BENEFICIARY (If you desire to name one) <b>DAVID R BYLAND</b>			
DATE <b>9/24/2003</b>		MEMBER'S DATE OF BIRTH <b>8/30/1969</b>		DATE <b>9/24/2003</b>	JOINT INSURED'S DATE OF BIRTH <b>11/20/1969</b>
SIGNATURE OF MEMBER 		SIGNATURE OF JOINT INSURED (CO-BORROWER) 			
APP. 835-1196MN					

Teacher Federal  
Credit  
Union



6500 Olson Memorial Hwy.  
Minneapolis, MN 55427-4999

**LOANLINER**

## NOTE AND DISCLOSURE STATEMENT

BORROWER NAME (Last - First - Middle Initial) AND ADDRESS (Street - City - State - Zip Code)	DATE 10/3/2003	ACCOUNT NUMBER 85607 - L13.1	NOTE NUMBER
BYLAND MARY L BYLAND DAVID R			
324 3RD AVE NE	CONTRACT NUMBER 022-0256-3	REFERENCE NUMBER	MATURITY DATE 10/3/2008
ST CLOUD, MN 56304			

☒ FIXED  
☐ VARIABLE  
☒ NEW LOAN  
☐ REFINANCE

In this agreement "you" and "your" mean each person who signs this agreement. The "credit union" means the credit union whose name appears above and anyone to whom the credit union transfers its rights under this agreement. The terms on the following pages are part of this agreement. Boxes checked below apply to this agreement.

### TRUTH IN LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Prepayment: If you pay off early you will not have to pay a penalty.
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all payments as scheduled.	
7.750%	\$1,889.37 e	\$9,010.23	\$10,899.60	e means an estimate

**Variable Rate:** The annual percentage rate may increase during the term of this transaction if: the Prime Rate Index increases. The index is the highest Prime Rate as published in the Money Rates Column in the Wall Street Journal on the last business day of each quarter. To determine the annual percentage rate that will apply we will add a margin of 0 % to the value of the index. The effective date on which the annual percentage rate will change is the first day of the next calendar quarter. The annual percentage rate will not increase more than once every quarter. Any increase in the annual percentage rate will take the form of more payments of the same amount until what you owe has been repaid. Example: If your loan was \$12,000 at 5.75% for 48 months (monthly payments of \$280.49) and the rate increased to 6.25% after twelve months, you would make one additional payment of \$82.95.

Your Payment Schedule will be:	Number of Payments	Amount of Payments	When Payments Are Due	Property Insurance: You may obtain property insurance from anyone you want that is acceptable to the credit union. If you get the insurance from the credit union you will pay \$ N/A
59	1	\$181.66	11/3/2003 and Monthly on the 3rd thereafter	
		\$181.66	10/3/2008	

**Security:** Collateral securing other loans with this credit union will also secure this loan. You are giving a security interest in your shares and/or deposits in the credit union; and ☒ the goods/property being purchased; ☐ Other (Describe)

01' MONARK 17FT MNX60967A101; 01'MERCURYO/B125HSP0T340692

**Late Charge:** \$15 on each loan payment received later than 15 days after its due date.

Required Deposit: The Annual Percentage Rate does not take into account your required deposit, if any.	Filing Fees 9.00 DMV,	Non-Filing Insurance
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See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.

### ITEMIZATION OF THE AMOUNT FINANCED

ITEMIZATION OF AMOUNT FINANCED OF	\$9,010.23	AMOUNT GIVEN TO YOU DIRECTLY	\$0.00	AMOUNT PAID ON YOUR ACCOUNT	\$0.00	PREPAID FINANCE CHARGE	\$0.00
AMOUNT PAID TO OTHERS ON YOUR BEHALF	\$9,010.23	To WELLS FARGO		To			
		To		To			
		To		To			
		To		To			
		To		To			

**SIGNATURE:** If you agree to make and be bound by the terms of this Note and Security Agreement sign below.

Any fax transmission of my signature may be held equally enforceable as my genuine original signature. If you are not a borrower but an owner of the collateral for this loan, sign below and check the box for "Owner of Collateral". By doing so you agree only to the terms of the Security Agreement.

**CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.**

Borrower 1 <input type="checkbox"/> Owner of Collateral (other than a Borrower) <input checked="" type="checkbox"/> Mary L Byland (SEAL)	Date 10/3/2003	Borrower 2 <input type="checkbox"/> Owner of Collateral (other than a Borrower) <input checked="" type="checkbox"/> David Byland (SEAL)	Date 10/3/2003
Borrower <input checked="" type="checkbox"/> (SEAL)	Date	Witness <input checked="" type="checkbox"/> (SEAL)	Date 10-3-03

Teacher Federal Credit Union	BYLAND, L MARY	10/3/2003
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**NOTE AND SECURITY AGREEMENT**

The following paragraph applies only if this is a variable rate loan: The initial rate of interest is **7.750 %**. Interest: Interest will be charged from the date of this loan until you have paid what you owe under this Agreement. The interest rate is subject to change as follows: The annual percentage rate may change during the term of this transaction if the Prime Rate index changes. The index is the highest Prime Rate as published in the Money Rates Column in the Wall Street Journal on the last business day of each quarter. To determine the annual percentage rate that will apply we will add a margin of **0 %** to the value of the index. The effective date on which the annual percentage rate will change is the first day of the next calendar quarter. The annual percentage rate will not change more than once every quarter. Any change in the annual percentage rate will take the form of more payments of the same amount until what you owe has been repaid. The minimum annual percentage rate is **%** and the maximum annual percentage rate is 18%. Apart from this rate "floor" and "cap" there is no limit on the amount by which the rate may change.

**Promise to Pay:** You promise to pay **\$9,010.23** to the credit union plus interest on the unpaid balance at **7.750%** per year until what you owe has been repaid.

**Collection Costs:** You agree to pay all costs of collecting the amount you owe under this agreement including court costs and reasonable attorney fees. If you make a payment by check or ACH that is returned for any reason, we will add a returned check fee or returned ACH fee to your loan.

SECURITY OFFERED:	MODEL	YEAR	I.D. NUMBER	TYPE	VALUE
01' MONARK 17FT MNX60967A101; 01'MERCURYO/B125HSP0T340692					

OTHER (DESCRIBE)	PLEDGE OF SHARES	ACCOUNT NO(S).	KEY NO.
2002 EZLD TRAILER 1ZERAPKB52A011498			

This Note is governed by the laws of Minnesota.

Please look at the box on page 1 to see if this is a fixed or variable rate loan.

The following paragraph applies only to variable rate loans:

**PROMISE TO PAY** - You promise to pay to the credit union, the amount you owe under this agreement at an interest rate which will vary as provided on page 1. You promise to pay interest, as provided on page 1, until what you owe has been repaid. The amount you owe under this agreement is the Amount Financed shown in the Truth in Lending Disclosure on page 1, plus any other amounts advanced by the credit union to you or on your behalf under this agreement.

The remaining paragraphs apply to both fixed and variable rate loans:

**PAYMENTS** - You promise to make payments of the amount and at the time shown in the Truth in Lending Disclosure on page 1 until what you owe has been repaid. You may make larger payments without penalty. If you do prepay part of what you owe, subsequent payments will remain due as scheduled. If you do not make payments as scheduled or if you elect credit insurance, your last payment may be larger than the amount of the other payments. You promise to make payments at the place chosen by the credit union.

**LOANS BY MAIL** - If this loan is being made by mail, interest on this loan begins when the loan proceeds are mailed. If this loan refinances an earlier loan, said loan will be cancelled and refinanced as of the date on page 1.

**SECURITY INTEREST** - Any property shown in the "Security Offered" section will be security for this loan. In addition, you agree this loan is also secured by all the shares and deposits in all your individual and joint accounts with the credit union now and in the future. Shares and deposits in an Individual Retirement Account and any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you give in your shares and deposits. All property, other than dwellings, that you have given to secure other loans with the credit union will also secure this loan.

**DEFAULT** - You will be in default if you do not make a payment of the amount required when it is due. You will be in default if you break any promise you made in connection with this loan. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or update of credit information. You will be in default if anyone who has signed a security agreement in connection with this loan is in default. You will also be in default if something happens which the credit union believes may substantially reduce your ability to repay what you owe.

When you are in default, the credit union can demand immediate payment of the unpaid balance of this loan without giving you advance notice. If the credit union demands immediate payment of the unpaid balance, you will continue to pay interest at the same interest rate until what you owe has been repaid. If the credit union has demanded immediate payment of the unpaid balance, the credit union can apply the shares and deposits that you have given as security under this agreement towards what you owe. The credit union can also exercise any other rights the law gives the credit union when you are in default.

**EACH PERSON RESPONSIBLE** - Each person who signs this agreement will be individually and jointly responsible for paying the entire amount owed. That means the credit union can enforce its rights under this agreement against any one of you individually or against all of you together.

**LATE CHARGE** - If you are late in making a payment, you agree to pay the late charge shown in the Truth in Lending Disclosure on page 1. If no late charge is shown, you will not be charged one.

**NO WAIVER** - The credit union can delay enforcing any of its rights any number of times without losing its rights.

**NOTICES** - Notices will be mailed to you at the most recent address you have given the credit union in writing. Notice to any one of you will be notice to all.

**FOR TENNESSEE CREDIT UNIONS ONLY -  
USE WHEN AUTOMOBILE IS PURCHASED**

**NOTICE:** If you do not purchase the insurance required on the automobile and the credit union purchases the insurance, the insurance purchased by the credit union will cover only the credit union's interest in the property. The insurance will not be liability insurance. You have read the above statement and acknowledge that the credit union has explained it to you.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

X

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

X

**FOR NORTH DAKOTA CREDIT UNIONS ONLY -  
APPLIES ONLY WHEN A MOTOR VEHICLE IS PURCHASED**

**NOTICE:** THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.

FOR CREDIT UNION USE ONLY: Credit Union Approval

X

AUTHORIZED CREDIT UNION SIGNATURE



Teacher Federal Credit Union

BYLAND, L MARY

10/3/2003

**SECURITY AGREEMENT**

In this agreement all references to "credit union" mean the credit union whose name appears on this note and anyone to whom the credit union assigns the loan. All references to "the loan" mean the loan described in the Truth in Lending Disclosure. All references to "you" mean each person who signs this agreement.

**THE SECURITY FOR THE LOAN** - By signing this security agreement in the signature area or by signing the statement referring to this agreement on the back of the check you receive for your loan, you give the credit union what is known as a security interest in the property described in the "Security Offered" section. The security interest you give includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which you buy within 10 days of the loan or any extensions, renewals or refinancing of the loan. It also includes any money you receive from selling the property or from insurance you have on the property. If the value of the property declines, you promise to give the credit union more property as security if asked to do so.

**WHAT THE SECURITY INTEREST COVERS** - The security interest secures the loan described in the Truth in Lending Disclosure and any extensions, renewals or refinancings of that loan. It also secures any other loans you have with the credit union now or in the future including any credit card loans and any other amounts you owe the credit union for any reason now or in the future, except any loan secured by your principal residence. If the property description is marked with one star (\*), or the property is household goods as defined by the Credit Practice Rule, the property will secure only this loan and not other amounts you owe.

**OWNERSHIP OF THE PROPERTY** - You promise that you own the property, or if this loan is to buy the property, you promise you will use the loan for that purpose. You promise that no one else has any interest in or claim against the property that you have not already told the credit union about. You promise not to sell or lease the property or to use it as security for a loan with another creditor until your loan with the credit union is repaid. You promise you will allow no security interest or lien to attach to the property either by your actions or by operation of law.

**PROTECTING THE SECURITY INTEREST** - If your state issues a title for the property, you promise to have the credit union's security interest shown on the title. The credit union may have to file what is called a financing statement to protect its security interest from the claims of others. If asked to do so, you promise to sign a financing statement. You also promise to do whatever else the credit union thinks is necessary to protect its security interest in the property.

**USE OF PROPERTY** - Until the loan has been paid off, you promise you will: (1) Use the property carefully and keep it in good repair. (2) Obtain written permission from the credit union before making major changes to the property. (3) Inform the credit union in writing before changing your address or the address where the property is kept. (4) Allow the credit union to inspect the property. (5) Promptly notify the credit union if the property is damaged, stolen or abused. (6) Not use the property for any unlawful purpose.

**PROPERTY INSURANCE, TAXES AND FEES** - You promise to pay all taxes and fees (like registration fees) due on the property and to keep the property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to the credit union. You may provide the property insurance through a policy you already have, or through a policy you get and pay for.

You promise to make the insurance policy payable to the credit union and to deliver the policy or proof of coverage to the credit union if asked to do so.

If you cancel your insurance and get a refund, the credit union has a right to the refund. If the property is lost or damaged, the credit union can use the insurance settlement to repair the property or apply it towards what you owe. You authorize the credit union to indorse any draft or check which may be payable to you in order for the credit union to collect any refund or benefits due under your insurance policy.

If you do not pay the taxes or fees on the property when due or keep it insured, the credit union may pay these obligations, but is not required to do so. Any money the credit union spends for taxes, fees or insurance will be added to your loan balance and you will pay interest on those amounts at the same rate you agreed to pay on the loan. If the credit union adds amounts for taxes, fees, or insurance to your loan balance, your payments may be increased by the amount necessary for your loan to be paid off in the same number of months originally scheduled.

**DEFAULT** - You will be in default if you break any promise you make under this agreement. You will also be in default if you are in default under the loan. If you are pledging property, but have signed only as an "Owner of Collateral (other than a Borrower)", you will be in default if anyone is in default who has signed the LOANLINER® Note.

**WHAT HAPPENS IF YOU ARE IN DEFAULT** - When you are in default, the credit union can, without advance notice to you, require immediate payment of what you owe on the loan and take possession of the property. You agree the credit union has the right to take possession of the property without going to court and without giving you advance notice. If you are asked to do so by the credit union, you promise to deliver the property at a time and place the credit union chooses. The credit union will not be responsible for any of your other property, not covered by this agreement, that you leave inside the property. The credit union will try to return that property to you or make it available for you to claim.

After the credit union has possession of the property, it can sell it and apply the money received to any amounts you owe the credit union. The credit union will give you notice of any public sale or the date after which a private sale will be held. The expenses of the credit union for taking possession of and selling the property will be deducted from the money received from the sale. Those costs may include the cost of storing the property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under Section 506(b) of the Bankruptcy Code. The rest of the sale money will be applied to what you owe on the loan.

If you have agreed to pay the loan, you will also have to pay any amount that remains unpaid after the sale money has been applied to what you owe on the loan and under this agreement. You agree to pay interest on that amount at the same rate as the loan until that amount has been paid.

**DELAY IN ENFORCING RIGHTS AND CHANGES IN THE AGREEMENT** - The credit union can delay enforcing any of its rights under this agreement any number of times without losing the ability to exercise its rights later. The credit union can enforce this agreement against your heirs or legal representatives. If the credit union changes the terms of the loan, you agree that this agreement will continue to protect the credit union.

**CONTINUED EFFECTIVENESS** - If the law makes any term(s) of this plan unenforceable, the other terms will remain in effect.

**THE PROPERTY DESCRIPTION IN THE "SECURITY OFFERED" SECTION IS PART OF THIS AGREEMENT.  
NOTICE: SIGN THIS AGREEMENT ON PAGE 1.**

**TEACHER FEDERAL CREDIT UNION****Comprehensive and Collision  
Insurance Requirement**Member Name : MARY L BYLAND85607 L13.1Disbursement Date : 10/3/2003

Loan Account

Collateral and VIN # : 01' MONARK 17FT MNX60967A101; 01'MERCURYO/B125HSP0T340692 2002 EZLD TRA

Please take a few minutes to notify your insurance company/agent that you have pledged the above vehicle as collateral for a loan at your credit union.

The following information will be necessary for your agent to list the credit union as a "loss payee" on your policy and to forward an endorsement to the credit union:

- a. Lienholder: Teacher Federal Credit Union  
P.O. Box 8428  
Fort Worth, TX 76124
- b. Effective date of coverage: Date of loan indicated above
- c. Deductible: Not to exceed \$1000.00
- d. Comprehensive and collision insurance is required

We encourage you to provide the credit union with the loss payable endorsement as soon as possible in order to avoid further correspondence regarding the insurance requirement for collateralized loans.

If evidence of insurance is not received or the insurance lapses, the credit union will purchase the insurance to protect the credit union's interest. The cost of the insurance will be added to your loan balance, as provided in the security agreement. The addition of an insurance premium will require an increase in your loan payment schedule.

If you have any questions, please call 1-800-233-8763.

I/We agree to provide and understand the insurance requirements as stated above.

X Mary L Byland  
MARY L BYLAND

X David R Byland  
DAVID R BYLAND

[Signature]  
Closer

**Teacher Federal  
Credit  
Union**



6500 Olson Memorial Hwy.  
Minneapolis, MN 55427-4999

**LOANLINER**

## CREDIT INSURANCE

You can protect your financial future by signing up for **voluntary** credit insurance below. Enroll by simply indicating your preference in the "Credit Insurance Application" section below. Your credit union will be happy to explain the various insurance options and coverage. The cost is reasonable.



**CUNA MUTUAL GROUP**

CUNA Mutual Insurance Society

P.O. Box 391 • 5910 Mineral Point Road  
Madison, WI 53701-0391  
Phone: 800/637-2644

## CREDIT INSURANCE APPLICATION AND SCHEDULE

"You" or "Your" means the member and the joint insured (if applicable). A co-signor is not eligible for joint coverage.

Credit insurance is **voluntary and not required** in order to obtain this loan. You may select any insurer of your choice. You can get this insurance only if you check "yes" below and sign your name and write in the date. The rate you are charged for the insurance is subject to change. You will receive written notice before any increase goes into effect. You have the right to stop this insurance by notifying your credit union in writing. Your signature below means you agree that:

- If you elect insurance, you authorize the credit union to add the charges for insurance to your loan each month.

- You are eligible for disability insurance only if you are working for wages or profit for 25 hours a week or more on the date of any advance. If you are not, that particular advance will not be insured until you return to work. If you are off work because of temporary layoff, strike or vacation, but soon to resume, you will be considered at work.
- You are eligible for insurance up to the Maximum Age for Insurance. Insurance will stop when you reach that age.

YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S)	YES	NO	PREMIUM SCHEDULE	COVERED MEMBER
Single Credit Disability	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Joint Credit Disability	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Single Credit Life	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Joint Credit Life	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

If you are totally disabled for more than 14 days, then the disability benefit will begin with the 15th day of disability.

MEMBER'S NAME AND ADDRESS MARY L BYLAND 324 3RD AVE NE ST CLOUD, MN 56304		INSURANCE MAXIMUMS		DISABILITY	LIFE
MEMBER'S ACCOUNT NUMBER 85607 - L13.1		RATE OF INTEREST 7.750%		MAX. MONTHLY TOTAL DISABILITY BENEFIT \$ 850.00	N/A
				MAX. INSURABLE BALANCE PER LOAN ACCT. \$ 50,000.00	\$ 50,000.00
				MAXIMUM AGE FOR INSURANCE 66	70
GROUP POLICY NUMBER 022-0256-3	DATE OF ISSUE OF THE CERTIFICATE 10/3/2003	SECONDARY BENEFICIARY (If you desire to name one) DAVID R BYLAND			
DATE 9/24/2003	MEMBER'S DATE OF BIRTH 8/30/1969	DATE 9/24/2003	JOINT INSURED'S DATE OF BIRTH 11/20/1969		
SIGNATURE OF MEMBER 		SIGNATURE OF JOINT INSURED (CO-BORROWER) 			
APP. 835-1196MN					



**Teacher Federal Credit Union**  
P.O. Box 1260, Minneapolis, MN 55440-1260

## Line of Credit Application

Member  
Number

85687

For more information, call us at

( PLEASE PRINT )

(763) 544-1517  
(800) 862-1998

### Line of Credit Account (choose one)

- ☒ New Fixed Rate Line of Credit 5000.00 (\$10,000 maximum)  
☐ New Variable Rate Line of Credit \_\_\_\_\_ (over \$10,000)  
☐ Increase My Existing Line of Credit \_\_\_\_\_

### Overdraft Protection Option

(choose one)

- ☐ Yes, I want to use my Line of Credit as overdraft protection on a TFCU Checking Account type S10, S15, S20 (circle one).  
 I understand that the minimum payment due will be automatically deducted from this checking account.  
☐ No, I do NOT want to use this Line of Credit account as overdraft protection.

**IMPORTANT NOTICE:** Married persons may apply for an individual account. Read the following section carefully before checking the appropriate box.

- ☐ **Individual Credit:** Complete Applicant section. Complete Section 4 as follows: (1) Information about your spouse if you live in a community property state (AZ, CA, ID, LA, NM, NV, TX, WA, WI) or if your spouse will use the Account. (2) Information about the party making the payments if you are relying on alimony, spousal support, child support or separate/ spousal maintenance as a basis for repayment.
- ☐ **Joint Credit:** Provide information about you and your other applicant by completing Applicant and Co-Applicant sections.

### Applicant Information

Name BYLAND MARY L  
 Last First Middle  
 Home Address 324 3RD AVE NE Apt. \_\_\_\_\_  
 City/State/Zip ST CLOUD, MN 56304  
 Years at this address? \_\_\_\_\_ Home Phone 320 252-0329  
 Birth date 8/30/1989 Social Sec. No. 475-80-4333  
 E-mail address \_\_\_\_\_  
 Current Employer UNIVERSAL TITLE  
 Work Phone 763 295-0530  
 Position / Job Title REAL ESTATE CLOSER Start Date 01 APR 2000  
 Gross Monthly Income \$4,350.00 Mortgage/Rent Payment \$840.00  
 Housing? ☒ Own ☐ Rent ☐ Live with Relatives  
 Notice About Other Income: Alimony, Child Support, or Separate Maintenance Income need not be revealed if you do not choose to have it considered.  
 Other Income\*: \_\_\_\_\_ Source \_\_\_\_\_

### 5. Security For Loan

In addition to the other protections given to us under the Line of Credit Agreement, we have a security interest in all of your deposits with TFCU. We shall have a lien or right to impose a lien on your deposits for sums due under the Line of Credit account. You pledge all deposits which you now or may have with us to the extent of your unpaid balances due under the Line of Credit account, and you authorize us to apply any or all of such funds to the payment of any unpaid balance under the Line of Credit account. However, these rights will not apply to deposits held in a tax-deferred retirement account (e.g., an IRA Account) or in deposits held only in a representative capacity.

SIGN HERE

X

10/3/03

SIGN HERE

X

10/3/03

All applicants must sign Section 5 and Section 6.

Any fax transmission of my signature may be held equally enforceable as my genuine original signature.

### Co-Applicant Information

Name BYLAND DAVID R  
 Last First Middle  
 Home Address 324 3RD AVE NE Apt. \_\_\_\_\_  
 City/State/Zip ST CLOUD, MN 56304  
 Years at this address? \_\_\_\_\_ Home Phone 320 252-0329  
 Birth date 11/20/1989 Social Sec. No. 473-08-3984  
 E-mail address \_\_\_\_\_  
 Current Employer WIMAN CONSTRUCTION  
 Work Phone 320 980-2229  
 Position / Job Title EXTRUDE OPERATOR Start Date 01 SEP 1992  
 Gross Monthly Income \$2,800.00 Mortgage/Rent Payment \$840.00  
 Housing? ☒ Own ☐ Rent ☐ Live with Relatives  
 Notice About Other Income: Alimony, Child Support, or Separate Maintenance Income need not be revealed if you do not choose to have it considered.  
 Other Income\*: \_\_\_\_\_ Source \_\_\_\_\_

### 6. Line of Credit Agreement and Authorized Signatures

By signing below, I/we certify that the information on this application is true and correct. Upon approval of my/our line of credit, I/we agree to the terms and conditions in the Line of Credit Agreement and Truth-in-Lending Disclosure that will be mailed to me/us with my/our approval letter. I/we further agree that Teacher Federal Credit Union (TFCU) may contact any source necessary to gather whatever credit and employment information TFCU considers necessary and appropriate. I/we understand that TFCU will retain this application whether or not credit is approved. By requesting this line of credit, I/we request access by use of an ATM/Visa Check Card now or in the future.

SIGN HERE

X

10/3/03

SIGN HERE

X

10/3/03

All applicants must sign Section 5 and Section 6.

Any fax transmission of my signature may be held equally enforceable as my genuine original signature.

Teacher Federal  
Credit  
Union

8500 Olson Memorial Hwy.  
Minneapolis, MN 55427-4999

**LOANLINER**

## CREDIT INSURANCE

You can protect your financial future by signing up for **voluntary** credit insurance below. Enroll by simply indicating your preference in the "Credit Insurance Application" section below. Your credit union will be happy to explain the various insurance options and coverage. The cost is reasonable.



**CUNA MUTUAL GROUP**

*CUNA Mutual Insurance Society*

P.O. Box 391 • 5910 Mineral Point Road  
Madison, WI 53701-0391  
Phone: 800/937-2644

## CREDIT INSURANCE APPLICATION AND SCHEDULE

"You" or "Your" means the member and the joint insured (if applicable). A co-signer is not eligible for joint coverage.

Credit insurance is **voluntary and not required in order to obtain this loan**. You may select any insurer of your choice. You can get this insurance only if you check the "yes," box and sign your name and write in the date. The rate you are charged for the insurance is subject to change. You will receive written notice before any increase goes into effect. You have the right to stop this insurance by notifying your credit union in writing. Your signature below means you agree that:

- If you elect insurance, you authorize the credit union to add the charges for insurance to your loan each month.

- You are eligible for insurance if you are working for wages or profit for 25 hours a week or more on the date of any advance. If you are not, that particular advance will not be insured until you return to work. If you are off work because of temporary layoff, strike or vacation, but soon to resume, you will be considered at work.
- You are eligible for insurance up to the Maximum Age for Insurance. Insurance will stop when you reach that age.

YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S)	YES	NO	COST PER \$100 OF YOUR MONTHLY LOAN BALANCE	COVERED MEMBER
Single Credit Disability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ .210	
Joint Credit Disability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ .378	
Single Credit Life	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ .081	
Joint Credit Life	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ .102	

If you are totally disabled for at least 14 days, then the disability benefit will begin with the 15th day of disability.

MEMBER'S NAME AND ADDRESS MARY L BYLAND 324 3RD AVE NE ST CLOUD, MN 56304		INSURANCE MAXIMUM		DISABILITY	LIFE
MEMBER'S ACCOUNT NUMBER 85607 - L64		MAX. MONTHLY TOTAL DISABILITY BENEFIT		\$850.00	N/A
GROUP POLICY NUMBER 022-0256-3		MAX. INSURABLE BALANCE PER LOAN ACCT.		\$50,000.00	\$50,000.00
DATE OF ISSUE OF THE CERTIFICATE 9/24/2003		MAXIMUM AGE FOR INSURANCE		66	70
DATE 9/24/2003		MEMBER'S DATE OF BIRTH 8/30/1969		JOINT INSURED'S DATE OF BIRTH 11/20/1969	
SIGNATURE OF MEMBER 		SIGNATURE OF JOINT INSURED (CO-BORROWER) 			

APP.835-1196MN

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
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## CHRYSLER

## CHRYSLER

## 2004 PACIFICA-V6

Mileage Class: II

Wagon 4D	M68	\$28845	4442
Wagon 4D (AWD)	F68	32300	4675

Add Leather Seats	
Add Navigation System	
Add Power Sunroof	
Add Rear Entertainment System	
Add Theft Recovery System	

## 2004 TOWN &amp; COUNTRY-V6

Mileage Class: II

Wagon	P45	\$22855	4025
Wagon LX	P44	26810	4068
Wagon EX	P74	27330	4228
Wagon Touring	P54	30465	4299
Wagon Touring Platinum	P54	33765	4254
Wagon Limited	P64	37700	4331

Add All Wheel Drive	
Add Aluminum/Alloy Wheels (Base, LX)	
Add Leather Seats (Std. Platinum, Ltd.)	
Add Navigation System (Std. Limited)	
Add Power Seat (Base, LX)	
Add Power Sunroof	
Add Rear Air Conditioning (LX)	
Add Rear Bucket Seats (LX)	
Add Rear Entertainment System (Std. Platinum)	
Add Right Power Sliding Door (Base, LX)	
Add Theft Recovery System	

## 2004 PT CRUISER-4 Cyl.

Mileage Class: II

Wagon 4D	Y48	\$17395	3101
Wagon 4D Touring	Y58	19170	
Wagon 4D Limited	Y68	21410	
Wagon 4D Limited Platinum	Y68	24470	
Wagon 4D GT Turbo	Y78	25365	

Add 2.4L Turbo Engine (Std. Platinum, GT)	
Add Aluminum/Alloy Wheels (Base)	
Add Leather Seats (Std. Ltd. Platinum, GT)	
Add Power Seat (Std. Ltd. Platinum, GT)	
Add Power Sunroof (Std. Ltd. Platinum, GT)	
Add Theft Recovery System	
Deduct W/out Automatic Trans.	
Deduct W/out Power Door Locks	

## CHRYSLER

## 2003 TOWN &amp; COUNTRY-V6

Mileage Class: II

15075	Wagon eL	P34	\$23900	4165	13575	17775
14775	Wagon LX	P44	25710	4068	13300	17450
17775	Wagon EX	P74	26555	4228	16000	20775
19775	Wagon LXI	P64	33400	4299	17800	22900
22225	Wagon Limited	P64	36215	4331	20025	25525

1400 Add All Wheel Drive

1400 1575

SEE TRUCK SECTION PAGE 2 FOR ADDITIONAL OPTIONS  
MIDWEST EDITION - JULY 2004

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
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300	Add Aluminum/Alloy Wheels (LX)				300	350
150	Add Compact Disc Player (LX)				150	175
450	Add Leather Seats (EX)				450	500
200	Add Power Seat (LX)				200	225
600	Add Power Sunroof				600	675
300	Add Rear Air Conditioning (LX)				300	350
200	Add Rear Bucket Seats (LX)				200	225
650	Add Rear Entertainment System				650	725
350	Add Right Power Sliding Door (eL, LX)				350	400
100	Add Theft Recovery System				100	125

## 2003 VOYAGER-V6

Mileage Class: II

11900	Voyager LX Base	J25	\$20125	3886	10725	14350
13200	Voyager LX	J45	23360	3989	11900	15775

150	Add Compact Disc Player				150	175
200	Add Power Seat				200	225
200	Add Rear Bucket Seats				200	225
100	Add Theft Recovery System				100	125
725	Deduct 4 Cyl. Engine				725	725
200	Deduct W/out Cruise Control				200	200
150	Deduct W/out Power Door Locks				150	150
200	Deduct W/out Power Windows				200	200
150	Deduct W/out Tilt Steering Wheel				150	150

## 2003 PT CRUISER-4 Cyl.

Mileage Class: II

10550	Wagon 4D	Y48	\$16595	3108	9500	12825
11350	Wagon 4D Touring	Y58	18525		10225	13750
12950	Wagon 4D Limited	Y68	20765	3182	11675	15500
14150	Wagon 4D GT Turbo	Y78	22290		12750	16775

450	Add Leather Seats (Std. Ltd.)				450	500
600	Add Power Sunroof (Std. Ltd.)				600	675
100	Add Theft Recovery System				100	125
575	Deduct W/out Automatic Trans.				575	575
200	Deduct W/out Cruise Control				200	200
150	Deduct W/out Power Door Locks				150	150

## CHRYSLER

## 2002 TOWN &amp; COUNTRY-V6

Mileage Class: II

12525	Wagon eL	P34	\$23675		11275	15050
12250	Wagon LX	P44	25540	4107	11025	14750
14750	Wagon EX	P74	26175	4275	13275	17425
16750	Wagon LXI	P54	29175	4265	15075	19550
18950	Wagon Limited	P64	35535	4358	17075	22025

1300	Add All Wheel Drive				1300	1450
250	Add Aluminum/Alloy Wheels (LX)				250	300
125	Add Compact Disc Player (Std. EX, Ltd.)				125	150
400	Add Leather Seats (Std. Limited)				400	450
300	Add Left Power Sliding Door (EX)				300	350
175	Add Power Seat (LX)				175	200
275	Add Rear Air Conditioning (LX)				275	325
175	Add Rear Bucket Seats (LX)				175	200
300	Add Right Power Sliding Door (eL, LX)				300	350
75	Add Theft Recovery System				75	100

## 2002 VOYAGER-V6

Mileage Class: II

8275	Voyager eC (4 Cyl.)	J15	\$16355		7450	10375
9750	Voyager	J25	19155	3869	8775	11975

SEE TRUCK SECTION PAGE 2 FOR ADDITIONAL OPTIONS  
MIDWEST EDITION - JULY 2004EXHIBIT C  
(6 pages)

## 52 DODGE

Trade-In	Body Type	Model No.	M.S.R.P.	Weight	Loan	Retail
<b>2000 RAM VAN 3500-1 Ton-V8</b>						
<b>Mileage Class: III</b>						
10400	Maxiwagon 127.6"	B35	\$26045	5586	9375	12675
8300	Van 127.6"	B31	21660	4747	7475	10400
8850	Maxivan 127.6"	B31	22205	4919	7975	11000
<b>RAM VAN OPTIONS</b>						
500	Add Premium Trim				500	575
225	Add 11/12 Passenger Seating (2500)				225	250
200	Add Aluminum/Alloy Wheels				200	225
100	Add Compact Disc Player				100	125
150	Add Power Seat				150	175
225	Add Rear Air Conditioning				225	250
625	Deduct V6 Engine				625	625
575	Deduct W/out Air Conditioning				575	575
150	Deduct W/out Cruise Control				150	150
100	Deduct W/out Power Door Locks				100	100
150	Deduct W/out Power Windows				150	150
100	Deduct W/out Tilt Steering Wheel				100	100
<b>2000 DAKOTA PICKUP-1/2 Ton-V6</b>						
<b>Mileage Class: II</b>						
5575	Swepline 6 1/2" L26*	L26*	\$13555	3569	5025	7375
8375	Swepline R/T Sport 6 1/2" L26Z	L26Z	18585	3875	7550	10475
7675	Club Cab 6 1/2" L22*	L22*	16750	3806	6925	9725
10475	Club Cab R/T Sport 6 1/2" L22Z	L22Z	21820	4101	9450	12750
9575	Quad Cab Sport/SLT 5 1/4" L2A*	L2A*	18970	4124	8625	11775
400	Add SLT Trim (Ex. R/T, Quad)				400	450
400	Add Sport Trim (Ex. R/T, Quad)				400	450
2250	Add 4 Wheel Drive				2250	2475
150	Add A/A Wheels (Std. R/T, Quad)				150	175
75	Add Compact Disc Player				75	100
125	Add Cruise Control (Std. R/T)				125	150
75	Add Power Door Locks				75	100
125	Add Power Seat				125	150
125	Add Power Windows				125	150
75	Add Tilt Steering Wheel (Std. R/T)				75	100
400	Add V8 Engine (Std. R/T Sport)				400	450
575	Deduct 4 Cyl. Engine				575	575
525	Deduct W/out Air Conditioning				525	525
425	Deduct W/out Automatic Trans.				425	425
<b>2000 RAM 1500 PICKUP-1/2 Ton-V8</b>						
<b>Mileage Class: III</b>						
6150	Swepline "WS" 6 1/2" (V6) C16	C16	\$14895	4150	5550	8025
6250	Swepline "WS" 8" (V6) C16	C16	15165	4296	5625	8150
7650	Swepline 6 1/2" C16*	C16*	16675	4384	6900	9675
7750	Swepline 8" C16*	C16*	16960	4538	6975	9800
9250	Club Cab 6 1/2" C12*	C12*	19460	4721	8325	11425
10450	Quad Cab 6 1/2" C13*	C13*	20320	4807	9425	12725
10550	Quad Cab 8" C13*	C13*	20600	4991	9500	12825
<b>2000 RAM 2500 PICKUP-3/4 Ton-V8</b>						
<b>Mileage Class: III</b>						
9550	Swepline HD 8" C26*	C26*	\$20240	4966	8600	11750
12250	Quad Cab HD 6 1/2" C23*	C23*	22005	5247	11025	14750
12350	Quad Cab HD 8" C23*	C23*	22195	5378	11125	14875
<b>2000 RAM 3500 PICKUP-1 Ton-V8-Dual Rear Wheels</b>						
<b>Mileage Class: III</b>						
11000	Swepline 8" C36*	C36*	\$22000	5387	9900	13325
13800	Quad Cab 8" C33*	C33*	24795	5671	12425	16425

SEE TRUCK SECTION PAGE 2 FOR ADDITIONAL OPTIONS  
MIDWEST EDITION - JULY 2004


## DODGE 53

Trade-In	Body Type	Model No.	M.S.R.P.	Weight	Loan	Retail
<b>RAM PICKUP OPTIONS</b>						
500	Add Laramie SLT Trim				500	575
950	Add SLT Plus Trim				950	1075
250	Add Sport Trim				250	300
2200	Add 4 Wheel Drive				2200	2425
3125	Add 5.9L 6 Cyl. Turbo Diesel Engine				3125	3350
500	Add 8.0L V10 Engine				500	575
200	Add Aluminum/Alloy Wheels				200	225
100	Add Compact Disc Player				100	125
350	Add Leather Seats				350	400
150	Add Power Seat				150	175
625	Deduct V6 Engine (Ex. "WS")				625	625
575	Deduct W/out Air Conditioning				575	575
475	Deduct W/out Automatic Trans.				475	475
150	Deduct W/out Cruise Control				150	150
100	Deduct W/out Tilt Steering Wheel				100	100
<b>1999 CARAVAN-V6</b>						
<b>Mileage Class: II</b>						
3350	Caravan P25	P25	\$17905	3517	3025	4900
4950	Caravan SE P45	P45	21780	3709	4475	6700
5750	Caravan LE P55	P55	25600	3967	5175	7575
4650	Grand Caravan P24	P24	21040	3684	4200	6375
6050	Grand Caravan SE P44	P44	22775	3811	5450	7925
6850	Grand Caravan LE P54	P54	26595	4050	6175	8800
7400	Grand Caravan ES P74	P74	28805		6675	9425
450	Add Sport Trim				450	500
200	Add 3rd Row Seat (Base Caravan)				200	225
1100	Add All Wheel Drive				1100	1225
100	Add Aluminum/Alloy Wheels (Std. ES)				100	125
50	Add Compact Disc Player (Std. Grand ES)				50	75
250	Add Leather Seats				250	300
300	Add Left Sliding Door (Base Caravan)				300	350
100	Add Power Seat (Std. LE, ES)				100	125
200	Add Rear Air Conditioning				200	225
100	Add Rear Bucket Seats				100	125
525	Deduct 4 Cyl. Engine				525	525
475	Deduct W/out Air Conditioning				475	475
100	Deduct W/out Cruise Control				100	100
50	Deduct W/out Power Door Locks				50	50
100	Deduct W/out Power Windows				100	100
50	Deduct W/out Tilt Steering Wheel				50	50
<b>1999 DURANGO-1/2 Ton-V8-4WD</b>						
<b>Mileage Class: II</b>						
8800	Wagon 4D SLT (2WD) R28	R28	\$25955	4394	7925	10950
10100	Wagon 4D SLT S28	S28	27955	4655	9100	12350
200	Add 3rd Row Seat				200	225
50	Add Compact Disc Player				50	75
250	Add Leather Seats				250	300
100	Add Power Seat				100	125
200	Add Rear Air Conditioning				200	225
<b>1999 RAM VAN 1500-1/2 Ton-V8</b>						
<b>Mileage Class: III</b>						
7675	Wagon 109.6" B15	B15	\$20780	4400	6925	9725
6175	Van 109.6" B11	B11	18085	4379	5575	8050
6275	Van 127.6" B11	B11	18130	4516	5650	8175

SEE TRUCK SECTION PAGE 2 FOR ADDITIONAL OPTIONS  
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# CONTINUED SERVICE PLAN



## GSP

1 - Category

2 - Make & Year

3 - Model

4 - Options

5 - Used Values

Used Values:

Result



Travel Trailers & Fifth Wheels  
**2002 WILDWOOD BY FOREST RIVER**  
**M-37BHSS-SLIDE**

## Next Steps

July 20, 2004

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	Low Retail	Average Retail
Base Price	\$14,130	\$17,020

## Recreation Vehicle Specifications

Model: M-37BHSS-SLIDE  
 Length/Width: 38' x 8'  
 Axles: 2  
 Weight: 7,705  
 Self-Contained: YES

## Notes

MICROWAVE, MONITOR PANEL, AIR CONDITIONER, AWNING, AM/FM CASSETTE STEREO, AND POWER ROOF VENT ARE INCLUDED IN PRICE. THESE VALUES ONLY APPLY TO UNITS PRODUCED IN INDIANA. FOR UNITS PRODUCED IN CALIFORNIA, SEE LISTING UNDER FOREST RIVER-CALIFORNIA. FOR WILDWOOD PRODUCTS PRODUCED BEFORE 1997, SEE ROCKWOOD.

## Next Steps

Need a new Pickup Truck or SUV to pull your travel trailer or fifth wheel trailer? Before you buy Check your credit and get a Free Finance Quote. Obtain a Free Insurance Quote. Buy a RV, or Sell your RV. Pick up the latest Free RV Accessory Catalog.

## Value Explanations

**Low Retail Value** — A low retail unit may have extensive wear and tear. Body parts may have dents and blemishes. The buyer can expect to invest in cosmetic and/or mechanical work. This vehicle should be in safe running order. Low retail vehicles usually are not found on dealer lots. Low retail should not be considered a trade-in value.

**Average Retail Value** — An average retail vehicle should be clean and without glaring defects. Tires and glass should be in good condition. The paint should match and have a good finish. The interior should have wear in relation to the age of the vehicle. Carpet and seat upholstery should be clean, and all power options should work. The mileage should be within the



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Boats and Personal Watercraft  
2001 MONARK BOAT CO  
KING 170 DC(\*)

July 20, 2004

	Low Retail	Average Retail
Base Price	\$7,510	\$9,270

**Boat Specifications**

Length: 17'  
Model Name/Description: KING 170 DC(\*)  
Boat Type: Outboard Boats  
Hull Material: Aluminum  
Beam: 7' 6"  
Engine: 1  
40 HP  
Gasoline  
Net Weight: 1,000

**Notes**

1994 INFORMATION NOT AVAILABLE. (\*)INCLUDES THE VALUE OF THE OUTBOARD MOTOR, TRAILER AND SOME OPTIONAL EQUIPMENT. (\*\*)INCLUDES THE VALUE OF THE OUTBOARD MOTOR AND SOME OPTIONAL EQUIPMENT. (\*\*\*)INCLUDES THE VALUE OF THE TRAILER.

**Value Explanations**

**Low Retail Value** — A low retail valued boat will show excessive wear and tear either cosmetically and/or mechanically. This boat will require cosmetic or mechanical work and may or may not be in running order. The buyer can expect to invest in cosmetic and/or mechanical work. Low retail vessels usually are not found on a dealer's lot.

**Average Retail Value** — An average retail valued boat should be in good condition with no visible damage or defects. This boat will show moderate wear and tear and will be in sound running condition. The buyer might need to invest in either minor cosmetic or mechanical work.

**Note:** Vessels in exceptional condition can be worth a significantly higher value than the Average Retail Price shown.

Plus:  
Depth Finder 195<sup>00</sup>  
CD Radio 330<sup>00</sup>

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**Boat Trailers**  
**2002 Boat Trailers**  
**17 feet**

July 20, 2004

	Low Retail	Average Retail
Base Price	\$800	\$930

**Boat Specifications**

Length: 17  
 Brakes Standard: No  
 Number of Axles: Single

**Value Explanations**

**Low Retail Value** — A low retail valued trailer will be mechanically functional. The paint, wiring, tires, and/or rollers may require reconditioning. It may have been stored outside in the elements and will require cosmetic or mechanical work. Low retail trailers usually are not found on a dealer's lot.

**Average Retail Value** — An average retail valued trailer should be in good condition with no visible damage or defects. This trailer should be in sound working order. The buyer might need to invest in either minor cosmetic or mechanical work.

**Note:** Trailers in exceptional condition can be worth a significantly higher value than the Average Retail Price shown.

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**Outboard Motors**  
**2001 MERCURY**  
**125ELPTO**

July 20, 2004

	Low Retail	Average Retail
Base Price	\$3,920	\$4,665

**Boat Specifications**

Model: 125ELPTO  
 Motor Type: Gasoline  
 Volts (Electric Motors): N/A  
 Thrust (Electric Motors): N/A  
 Horsepower: 125  
 Cylinders: 4  
 Start Type: Electric  
 Dry Weight: 347  
 Power Tilt and Trim: Yes

**Value Explanations**

**Low Retail Value** — A low retail valued outboard engine will show wear and/or defects. It may have been stored outside in the elements, been neglected and require cosmetic and/or mechanical work. This classification of engine is not in running order or is in rough running condition. Low retail engines usually are not found on a dealer's lot.

**Average Retail Value** — An average retail valued outboard engine should be in good condition with no visible damage or defects. This category of engine should be in sound running order. The buyer might need to invest in either minor cosmetic or mechanical work.

**Note:** Outboard Motors in exceptional condition can be worth a significantly higher value than the Average Retail Price shown.

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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re:  
David R Byland  
and Mary L Byland,

Debtors,

Case No. 04-50808

Chapter 7 Case

---

**VERIFICATION FOR MOTION FOR RELIEF FROM STAY**

---

I, Melissa Barglof-Johnson, the Designated Agent for Teacher Federal Credit Union, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account number(s) 85607-L3, L5, L13, L13.1 AND L64.

ACCOUNT NO.	PAYOFF 7-19-04	ARREARS	PAST DUE DATE
85607-L3	23,781.90	855.00	05-25-04
85607-L5	15,021.68	644.61	06-03-04
85607-L13	17,470.22	659.92	06-03-04
85607-L13.1	8,369.01	354.62	06-03-04
85607-L64	5,020.37	0	08-07-04

2. The debt owed to the Creditor is secured by a perfected lien on

2003 Chrysler Town & Country Wagon, VIN 2C4GP24R83R338996  
2000 Dodge Ram 1500 Quad Cab 4WD, VIN 3B7HF13Z0YG134676  
2002 Wildwood BHSS Travel Trailer, VIN 4X4TWD212B041107  
2001 Monark King 170DC 17 foot Boat, HIN MNX60967A101  
2001 Mercury O/B motor, SN B125HSP0T340692  
2002 EZLD Trailer, VIN 1ZERAPKB52A011498

3. The current NADA published retail value of the collateral is \$65,935.00. The total payoff as of July 19, 2004 on the debt secured by the collateral is \$69,663.18.

4. All of the debt is secured by all of the collateral pursuant to cross-collateral provisions in the loan documents.
5. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".

Dated: 7/21/04



Melissa Barghof Johnson  
Teacher Federal Credit Union  
PO Box 1260  
Minneapolis, MN 55440-1260

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

---

In Re:  
David R Byland  
and Mary L Byland,

Debtors,

Case No. 04-50808

Chapter 7 Case

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**MEMORANDUM OF FACT AND LAW**

---

Teacher Federal Credit Union ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

**FACTS**

Movant is the holder of a secured claim, and is thus a party in interest. Movant has a valid and perfected security interest in the collateral. The collateral is in Debtor's possession or control.

All of the debt owed to Movant is secured by the collateral pursuant to cross-collateralization provisions in the Contracts. The total net balance due on the Contract is \$69,663.18 as of July 19, 2004. On information and belief, the collateral has an NADA retail value of \$65,935.00. NADA pages showing this collateral value are attached as Exhibit "C".

The Statement of Intentions says Debtor will surrender some of the collateral; some of the collateral is to be retained by the Debtor although no statement is made as to reaffirmation or redemption. Movant's collateral is subject to depreciation in that the collateral is being used, subjecting the same to wear and tear, while Debtor is failing to make payments.

**ARGUMENT**

Pursuant to 11 U.S.C. §362(d)(1), a creditor is entitled to relief from the automatic stay "for cause, including the lack of adequate protection of an interest in property of such creditor." In this case, there is a lack of adequate protection as follows:

- Failure to make the payments required by the Contracts since May 25, 2004.
- Failure to make payments due post petition under the Contracts

- Failure to reaffirm, redeem or surrender.

Movant has not been provided with adequate protection of Movant's interest in the collateral. Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay. See, United States Association of Texas v. Timbers of Inwood Association, Ltd. (In re Timbers of Inwood Association, Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed. 2d 740 (1988); In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991). Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to prove adequate protection and/or absence of cause.

Pursuant to 11 U.S.C. §362(d)(2), relief from the automatic stay is also appropriate if the Debtor has no equity in the property and the property is not necessary to an effective reorganization. See, In re Gellert, 55 B.R. 970 (Bkrtcy. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$69,663.18. It appears Debtor has no equity in the collateral. No evidentiary hearing is required on the issue of equity unless Debtors dispute it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997). There is no reorganization proposed by the Debtor in this Chapter 7 case. Pursuant to 11 U.S.C. §362(g), the burden is on Debtor to establish that collateral is necessary for reorganization.

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief. Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: July 26, 2004

**STEWART, ZLIMEN & JUNGERS, LTD.**

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re:  
David R Byland  
and Mary L Byland,

Debtors,

Case No. 04-50808

Chapter 7 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on July 27, 2004, I mailed copies of the attached Notice of Hearing and Motion for Relief from the Stay with Exhibits, Verification, Memorandum of Fact and Law, Certificate of Service, and proposed Order, by first class mail postage prepaid to each entity named below at the address stated below for each entity.

David R Byland  
324 3rd Ave NE  
Saint Cloud, MN 56304

Mary L Byland  
324 3rd Ave NE  
Saint Cloud, MN 56304

Wesley W. Scott  
SCHMIDT & LUND  
13 S 7th Ave  
Saint Cloud, MN 56301

Terri A Georgen  
Bankruptcy Trustee  
PO Box 16355  
St Paul, MN 55116

U.S. Trustee  
1015 U.S. Courthouse  
300 South 4th Street  
Minneapolis, MN 55415

Executed on: July 27, 2004

Signed: /e/Linda Jeanne Jungers  
Linda Jeanne Jungers  
STEWART, ZLIMEN & JUNGERS  
430 Oak Grove Street, #200  
Minneapolis, MN 55403



04-02979-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re:  
David R Byland  
and Mary L Byland,

Debtors,

Case No. 04-50808

Chapter 7 Case

**ORDER FOR RELIEF FROM THE STAY**

Teacher Federal Credit Union's Motion for an order granting relief from the stay came before the Court on September 8, 2004 at 10:30 AM o'clock.

Based on the arguments of counsel, all the files, records and proceedings herein, the court being advised in the premises, and the court's findings of fact and conclusions of law, if any, having been stated orally and read in open court following the close of evidence,

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Teacher Federal Credit Union to repossess and sell the

2003 Chrysler Town & Country Wagon, VIN 2C4GP24R83R338996  
2000 Dodge Ram 1500 Quad Cab 4WD, VIN 3B7HF13Z0YG134676  
2002 Wildwood BHSS Travel Trailer, VIN 4X4TWDM212B041107  
2001 Monark King 170DC 17 foot Boat, HIN MNX60967A101  
2001 Mercury O/B motor, SN B125HSP0T340692  
2002 EZLD Trailer, VIN 1ZERAPKB52A011498

in accordance with applicable state law.

2. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: \_\_\_\_\_

\_\_\_\_\_  
United States Bankruptcy Judge